

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

	X	
	:	
In re:	:	Chapter 11
	:	
THE CONTAINER STORE GROUP, INC., <i>et al.</i> ,	:	Case No. 24-90627 (ARP)
	:	
Debtors. ¹	:	(Jointly Administered)
	:	
	:	
	X	

**DEBTORS' APPLICATION FOR ENTRY OF AN ORDER (I) AUTHORIZING THE
EMPLOYMENT AND RETENTION OF LATHAM & WATKINS LLP
AS BANKRUPTCY COUNSEL AND (II) GRANTING RELATED RELIEF**

If you object to the relief requested, you must respond in writing. Unless otherwise directed by the Court, you must file your response electronically at <https://ecf.txsb.uscourts.gov/> within twenty-one days from the date this application was filed. If you do not have electronic filing privileges, you must file a written objection that is actually received by the clerk within twenty-one days from the date this application was filed. Otherwise, the Court may treat the pleading as unopposed and grant the relief requested.

The above-captioned debtors in possession (collectively, the “*Debtors*”) respectfully state as follows in support of this application (this “*Application*”):

RELIEF REQUESTED

1. The Debtors seek entry of an order, substantially in the form attached hereto (the “*Order*”): (a) authorizing the employment and retention of Latham & Watkins LLP (“*L&W*”) as bankruptcy counsel for the Debtors, effective as of the Petition Date (as defined below) in

¹ The Debtors in these cases, together with the last four digits of each Debtor’s taxpayer identification number, are: The Container Store Group, Inc. (5401); The Container Store, Inc. (6981); C Studio Manufacturing Inc. (4763); C Studio Manufacturing LLC (5770); and TCS Gift Card Services, LLC (7975). The Debtors’ mailing address is 500 Freeport Parkway, Coppell, TX 75019.



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accordance with the terms and conditions of the 2024 Engagement Letter (as defined below), and (b) granting related relief.

2. In support of this Application, the Debtors submit (a) the *Declaration of Ted A. Dillman and Disclosure Statement of Latham & Watkins LLP*, which is attached hereto as **Exhibit 1** (the “***Dillman Declaration***”), and (b) the *Declaration of Tasha Grinnell in Support of the Application of Debtors for Entry of an Order Authorizing Employment and Retention of Latham & Watkins LLP as Bankruptcy Counsel*, which is attached hereto as **Exhibit 2** (the “***Retention Declaration***”).

3. This Application is filed within 30 days of the Petition Date and, pursuant to Rule 2014-1 of the Bankruptcy Local Rules (as defined below) and paragraph 47 of the Complex Case Procedures (as defined below), the Application is deemed contemporaneous with the Petition Date and entitled to relief effective as of the Petition Date. *See* Local BR 2014-1(b)(1) (“If an application for approval of the employment of a professional is made within 30 days of the commencement of that professional’s provision of services, it is deemed contemporaneous.”); *see also* Complex Case Procedures, ¶ 47.

JURISDICTION AND VENUE

4. The United States Bankruptcy Court for the Southern District of Texas (the “***Court***”) has jurisdiction over this matter pursuant to 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. § 157, and the Court may enter a final order consistent with Article III of the United States Constitution.

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

6. The bases for the relief requested herein are sections 327(a), 330 and 1107 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “***Bankruptcy Code***”), Rules 2014 and

2016 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), Rules 2014-1 and 2016-1 of the Bankruptcy Local Rules for the Southern District of Texas (the “**Bankruptcy Local Rules**”), and the Procedures for Complex Cases in the Southern District of Texas (the “**Complex Case Procedures**”).

BACKGROUND

7. On December 22, 2024 (the “**Petition Date**”), the Debtors filed voluntary petitions in this Court commencing these chapter 11 cases. The factual background regarding the Debtors, including their business operations, their capital and debt structures, and the events leading to the filing of these chapter 11 cases, is set forth in detail in the *Declaration of Chad E. Coben, Chief Restructuring Officer, in Support of Chapter 11 Petitions and First Day Motions* [Docket No. 6] (the “**First Day Declaration**”).²

8. On the Petition Date, the Court entered an Order [Docket No. 36] pursuant to Bankruptcy Rule 1015(b) ordering joint administration of these cases for procedural purposes only.

9. The Debtors continue to manage and operate their businesses as debtors in possession pursuant to Bankruptcy Code sections 1107 and 1108. As of the date hereof, no trustee or examiner has been requested in these chapter 11 cases, and no committees have been appointed or designated.

L&W’S QUALIFICATIONS

10. L&W is an international law firm with offices across the United States, Europe, and Asia. L&W and its partners have represented numerous debtors in their bankruptcy matters, including, but not limited to: *2U, Inc.*, *Alta Mesa Resources, Inc.*; *Audacy, Inc.*, *Assisted Living*

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

Concepts, Inc.; AT&T Latin America, Bally Total Fitness Corporation; B456 Systems, Inc. (f/k/a A123 Systems, Inc.); Barretts Minerals, Inc.; Boston Generating, LLC; Centrus Energy Corp. (f/k/a USEC INC.); Chaparral Energy, Inc.; Consolidated Freightways; Cricket Communications, Inc.; Dayton Superior Corporation; DVI, Inc.; DNIB Unwind, Inc. (f/k/a BIND Therapeutics, Inc.); Eddie Bauer Holdings, Inc.; Emerge Energy Services LP; Enduro Resource Partners LLC; Freedom Communications Holdings, Inc.; Graceway Pharmaceuticals, LLC; Green Field Energy Services, Inc.; Hexion Holdings LLC; Hi-Crush Inc.; Illinois Power Generating Company; Imerys Talc America, Inc.; JOANN, Inc., Leap Wireless International, Inc.; Lincoln Power, L.L.C.; Lumileds Holding B.V., MLCJR LLC; Monitronics International, Inc., NEC Holdings Corp.; OnCure Holdings, Inc.; Paddock Enterprises, LLC; Panda Temple Power, LLC; Regent Communications, Inc.; RHI Entertainment, Inc.; Robertshaw US Holding Corp., Spansion Inc.; Spectrum Brands Inc.; Sorrento Therapeutics, Inc.; Stone Energy Corporation; Sundance Energy Inc., Traffic Control and Safety Corporation; Tuscany International Holdings (U.S.A.) Ltd.; United Australia Pacific, Inc.; Weatherford International plc; and Virgin Orbit Holdings, Inc.

Likewise, the partners and associates of L&W who will advise the Debtors in the chapter 11 cases have wide-ranging experience handling complex bankruptcy cases and, as appropriate, corporate, finance, litigation, and tax matters.

RETENTION OF L&W

11. The Debtors seek to retain L&W because of L&W's recognized expertise and extensive experience and knowledge practicing before bankruptcy courts in large and complex chapter 11 cases, as well as L&W's knowledge of the Debtors' businesses, financial, and litigation affairs.

12. In regard to the latter and as explained in greater detail in the Dillman Declaration, L&W has represented the Debtors since October 2007. Since that time, the Debtors and L&W have worked closely together in connection with certain corporate, finance, tax, and litigation matters that customarily arise in the representation of companies similar to the Debtors. More recently, L&W has worked with the Debtors to devise a strategy to comprehensively address the Debtors' liquidity issues and, ultimately, prepare the chapter 11 cases. On November 26, 2024, L&W entered into an amended engagement agreement (as amended, the "**2024 Engagement Letter**") with Debtor The Container Store Group, Inc. ("**TCSG**") pursuant to which L&W agreed to advise TCSG and the other Debtors in connection with certain corporate, finance, and restructuring matters, including litigation matters arising out of or relating to the foregoing. A copy of the 2024 Engagement Letter is attached as **Exhibit A** to the Order.

13. During the course of its engagement under the 2024 Engagement Letter, L&W has worked with the Debtors to explore strategies to address the Debtors' liquidity issues, including by engaging in negotiations with key stakeholders such as the Ad Hoc Group (as defined in the First Day Declaration). As a result of L&W's extensive work for the Debtors, L&W has become uniquely familiar with the Debtors' historical operations and products, the Debtors' current business affairs, many of the potential legal issues that might arise in the context of the chapter 11 cases, and the prospects for a successful resolution of the chapter 11 cases. Thus, given L&W's extensive dealings with the Debtors and several of their creditor constituencies and the depth of knowledge that L&W has gained over the entirety of its relationship with the Debtors, L&W's engagement by the Debtors is highly efficient and will facilitate the Debtors' restructuring efforts. Furthermore, engagement of new counsel would be tremendously disruptive at a time when the

Debtors are focused on ensuring a smooth transition into chapter 11 and would require that the Debtors incur significant costs in connection with the engagement of new counsel.

SCOPE OF SERVICES

14. Consistent with the 2024 Engagement Letter, the Debtors expect L&W to provide the following legal services:

- a. advise the Debtors in connection with their restructuring activities regarding negotiations, potential litigation, and settlement with creditors and other interested parties to the restructuring;
- b. advise the Debtors with respect to finance and corporate transactions;
- c. review of documents;
- d. preparation of agreements;
- e. review and prepare pleadings;
- f. court appearances; and
- g. all other necessary legal services for the Debtors in connection with the chapter 11 cases.

NO DUPLICATION OF SERVICES

15. Concurrently with the filing of this Application, the Debtors anticipate filing an application to retain Hunton Andrews Kurth LLP (“**HAK**”) as their bankruptcy co-counsel and conflicts counsel. Because L&W and HAK will each have a well-defined and distinct role, each counsel will not duplicate the services the other provides to the Debtors. L&W will coordinate with HAK and any other counsel the Debtors retain in the chapter 11 cases to ensure that the legal services each firm provides to the Debtors are not unnecessarily duplicative.

16. The Debtors also have filed or intend to file applications to: (a) employ Houlihan Lokey, Inc. as investment banker; (b) employ and retain FTI Consulting, Inc. as financial advisor and to provide the Debtors with a Chief Restructuring Officer; and (c) employ Kurtzman Carson

Consultants, LLC d/b/a Verita Global (“*Verita*”) as noticing and solicitation agent.³ L&W has advised the Debtors that it intends to monitor carefully the efforts of these other professionals and coordinate with such professionals to clearly delineate their respective duties in order to prevent unnecessary duplication of efforts. The efficient coordination of the efforts of the Debtors’ attorneys and other professionals will greatly add to the effective administration of the chapter 11 cases.

DISINTERESTEDNESS

17. As more particularly described in the Dillman Declaration, to the best of the Debtors’ knowledge, the partners, counsel, and associates of L&W: (a) do not have any connection with any of the Debtors, their affiliates, their creditors, any other party in interest, the Office of United States Trustee for the Southern District of Texas (the “*U.S. Trustee*”) or any person employed in the office of the same, or any judge in the United States Bankruptcy Court for the Southern District of Texas or any person employed in the offices of the same except as otherwise disclosed in the Dillman Declaration; (b) are “disinterested persons,” as that term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code; and (c) do not hold or represent any interest adverse to the Debtors’ estates.

18. Furthermore, and as more particularly described in the Dillman Declaration, L&W has in the past represented, currently represents, and likely in the future will represent, certain parties in interest in the chapter 11 cases. Except as set forth in the Dillman Declaration, all such representations are or were in connection with matters wholly unrelated to the Debtors and the chapter 11 cases. Pursuant to section 327(c) of the Bankruptcy Code, L&W is not disqualified from acting as the Debtors’ counsel merely because it has represented or currently represents

³ The Debtors reserve the right to file additional applications to employ certain professionals not enumerated herein.

certain parties in interest in matters unrelated to the chapter 11 cases.

19. The Debtors understand that L&W will continue to conduct periodic conflicts analyses to determine whether any conflicts or other disqualifying circumstances exist or arise. If any relevant facts or relationships are discovered, L&W will promptly file a supplemental declaration in accordance with Bankruptcy Rule 2014(a).

PROFESSIONAL COMPENSATION AND EXPENSE REIMBURSEMENT

20. L&W operates in a national marketplace for legal services in which rates are driven by multiple factors relating to the individual lawyer, his or her area of specialization, the firm's expertise, performance, and reputation, the nature of the work involved, and other factors. L&W's hourly rates are designed to compensate L&W fairly for the work of its attorneys and paralegals and to cover fixed and routine overhead expenses.

21. L&W's current hourly rates are set forth in the Dillman Declaration, along with the names and rates of the attorneys with primary responsibility for providing services to the Debtors. Hourly rates vary with the experience and seniority of the individuals assigned and are subject to periodic adjustments to reflect economic and other conditions.⁴ Except as set forth herein and in the Dillman Declaration, L&W did not agree to any variations from, or alternatives to, its standard or customary billing arrangements for this engagement, and L&W has confirmed that none of the professionals included in this engagement will vary his or her rate based on the geographic location of the chapter 11 cases.

⁴ L&W increases the hourly billing rate of attorneys and paraprofessionals in the form of (a) step increases historically awarded in the ordinary course of business on the basis of advancing seniority and promotion, and (b) periodic increases within each attorney's and paraprofessional's current level of seniority. The step increases do not constitute "rate increases" (as the term is used in the *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 cases*, effective November 1, 2013). As set forth in the Order, L&W will provide ten business-days' notice to the Debtors and the U.S. Trustee before implementing any periodic increases occurring after the filing of this Application, and shall file any such notice with the Court.

22. Other than the periodic adjustments described above, L&W's hourly rates and the financial terms of the engagement proposed herein are consistent with the rates and terms of L&W's prepetition engagement. As described in the Retention Declaration, the Debtors have reviewed and approved L&W's standard rate structure and determined that it is appropriate and comparable to (a) the rates that L&W charges for non-bankruptcy representations, and (b) the rates of other comparably skilled professionals.

23. Consistent with the 2024 Engagement Letter and L&W's policy with respect to its other clients, L&W will continue to charge the Debtors for all services provided and for other charges and disbursements incurred in the rendition of services. It is L&W's policy to charge its clients in all areas of practice for identifiable, non-overhead expenses incurred in connection with the client's case that would not have been incurred except for representation of that particular client. It is also L&W's policy to charge its clients only the amount actually incurred by L&W in connection with such items.

24. During the course of the chapter 11 cases, L&W will apply to the Court for allowance of compensation for professional services rendered and reimbursement of expenses incurred in the chapter 11 cases in accordance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, and any applicable orders of the Court entered in the Chapter 11 Cases governing professional compensation and reimbursement for services rendered and charges and disbursements incurred. To the extent monthly applications are filed by L&W, such applications will constitute a request for interim payment against L&W's reasonable fees and expenses to be determined at the conclusion of the chapter 11 cases.

COMPENSATION RECEIVED BY L&W FROM THE DEBTORS

25. As of the Petition Date, the Debtors did not owe L&W any amounts for legal services rendered before the Petition Date.

26. As set forth in the Dillman Declaration, during the 90-day period prior to the Petition Date, L&W received payments and advances in the aggregate amount of approximately \$6,615,424.78 for services performed and expenses incurred, and to be performed and incurred, including in preparation for the commencement of the chapter 11 cases.

27. In connection with L&W's engagement, L&W received an evergreen retainer from the Debtors. As of the Petition Date, L&W has a remaining credit balance in favor of the Debtors in the amount of \$606,515.10 (the "*Fee Advance*"). L&W intends to apply the Fee Advance to any outstanding amounts relating to the period prior to the Petition Date that were not processed through L&W's system as of the Petition Date.

28. L&W requests that the Fee Advance be treated as an evergreen retainer and be held by L&W as security throughout the Chapter 11 Cases until L&W's fees and expenses are awarded and payable to L&W on a final basis. The Debtors submit that an evergreen retainer is appropriate for several reasons. First, these types of retainer agreements reflect normal business terms in the marketplace. Second, both L&W and the Debtors are sophisticated business entities that have negotiated the retainer at arm's length. Third, the retention of L&W is in the best interests of the Debtors' estates, as the applicable retention agreement and retainer allow the Debtors to maintain their prepetition relationship established with L&W.

BASIS FOR RELIEF

29. The Debtors seek retention and employment of L&W as their counsel pursuant to section 327(a) of the Bankruptcy Code, which provides that a debtor, subject to Court approval:

may employ one or more attorneys, accountants, appraisers, auctioneers, or other professional persons, that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the [debtor] in carrying out the [debtor]'s duties under this title.

11 U.S.C. § 327(a).

30. Bankruptcy Rule 2014(a) requires that an application for retention include:

specific facts showing the necessity for the employment, the name of the [firm] to be employed, the reasons for the selection, the professional services to be rendered, any proposed arrangement for compensation, and, to the best of the applicant's knowledge, all of the [firm's] connections with the debtor, 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.

Fed. R. Bankr. P. 2014.

31. The Debtors submit that for all the reasons stated above and in the Dillman Declaration and the Retention Declaration, the retention and employment of L&W is necessary and in the best interest of the Debtors, their estates, and their creditors and should be approved. Further, as stated in the Dillman Declaration, L&W is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code, as required by section 327(a) of the Bankruptcy Code, and does not hold or represent an interest adverse to the Debtors' estates and has no connection to the Debtors, their creditors, or other parties in interest, except as may be disclosed in the Dillman Declaration.

NOTICE

32. Notice of the Application will be given to: (a) the Office of the United States Trustee for the Southern District of Texas; (b) counsel to the DIP Agent; (c) counsel to the Ad Hoc Group; (d) counsel to the Prepetition Term Loan Agent; (e) counsel to the Prepetition ABL Agent; (f) the creditors listed on the Debtors' consolidated list of thirty (30) creditors holding the largest

unsecured claims; (g) the United States Attorney for the Southern District of Texas; (h) the Internal Revenue Service; (i) the Securities and Exchange Commission; (j) the state attorneys general for states in which the Debtors conduct business; and (k) 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.

33. A copy of the Application is available on (a) the Court's website, at www.txs.uscourts.gov, and (b) the website maintained by the Debtors' proposed claims and noticing agent, Verita, at <https://www.veritaglobal.net/thecontainerstore>.

WHEREFORE, the Debtors respectfully request entry of the Order granting the relief requested herein and such other and further relief as the Court may deem just and appropriate.

Dated: January 3, 2025

/s/ Tasha Grinnell

Tasha Grinnell
Chief Legal Officer
The Container Store Group, Inc.

Certificate of Service

I certify that on January 3, 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/ Timothy A. ("Tad") Davidson II
Timothy A. ("Tad") Davidson II

Exhibit 1

Dillman Declaration

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

	X	
	:	
In re:	:	Chapter 11
	:	
THE CONTAINER STORE GROUP, INC., <i>et al.</i> ,	:	Case No. 24-90627 (ARP)
	:	
Debtors. ¹	:	(Jointly Administered)
	:	
	:	
	X	

**DECLARATION OF TED A. DILLMAN AND
DISCLOSURE STATEMENT OF LATHAM & WATKINS LLP**

I, Ted A. Dillman, declare as follows:

1. I am a partner in the law firm of Latham & Watkins LLP (“***L&W***”), an international law firm with offices across the United States, Europe, and Asia. I am admitted in, practicing in, and a member in good standing of the state bar of California, and there are no disciplinary proceedings pending against me. I am over the age of eighteen, am authorized to submit this Declaration, and am competent to testify on the matters contained herein.

2. I submit this Declaration to provide disclosure in connection with the *Debtors’ Application for Entry of an Order (A) Authorizing the Employment and Retention of Latham & Watkins LLP as Bankruptcy Counsel and (B) Granting Related Relief* (the “***Application***”),² by which the above-captioned debtors and debtors-in-possession (together, the “***Debtors***”) seek authority to employ and retain L&W as bankruptcy counsel, effective as of the Petition Date.

¹ The Debtors in these cases, together with the last four digits of each Debtor’s taxpayer identification number, are: The Container Store Group, Inc. (5401); The Container Store, Inc. (6981); C Studio Manufacturing Inc. (4763); C Studio Manufacturing LLC (5770); and TCS Gift Card Services, LLC (7975). The Debtors’ mailing address is 500 Freeport Parkway, Coppell, TX 75019.

² Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Application.

3. Except as otherwise indicated, all facts set forth in this Declaration are based upon my personal knowledge, information supplied to me by other L&W professionals or paraprofessionals, or learned from my review of relevant documents. To the extent any information disclosed herein requires amendment or modification as additional information becomes available to L&W, a supplemental declaration will be submitted to this Court reflecting such amended or modified information.

L&W'S QUALIFICATIONS

4. L&W and its partners have represented numerous debtors in their bankruptcy matters, including, but not limited to: *2U, Inc., Alta Mesa Resources, Inc.; Audacy, Inc., Assisted Living Concepts, Inc.; AT&T Latin America, Bally Total Fitness Corporation; B456 Systems, Inc. (f/k/a A123 Systems, Inc.); Barretts Minerals, Inc.; Boston Generating, LLC; Centrus Energy Corp. (f/k/a USEC INC.); Chaparral Energy, Inc.; Consolidated Freightways; Cricket Communications, Inc.; Dayton Superior Corporation; DVI, Inc.; DNIB Unwind, Inc. (f/k/a BIND Therapeutics, Inc.); Eddie Bauer Holdings, Inc.; Emerge Energy Services LP; Enduro Resource Partners LLC; Freedom Communications Holdings, Inc.; Graceway Pharmaceuticals, LLC; Green Field Energy Services, Inc.; Hexion Holdings LLC; Hi-Crush Inc.; Illinois Power Generating Company; Imerys Talc America, Inc.; JOANN, Inc., Leap Wireless International, Inc.; Lincoln Power, L.L.C.; Lumileds Holding B.V., MLCJR LLC; Monitronics International, Inc., NEC Holdings Corp.; OnCure Holdings, Inc.; Paddock Enterprises, LLC; Panda Temple Power, LLC; Regent Communications, Inc.; RHI Entertainment, Inc.; Robertshaw US Holding Corp., Spansion Inc.; Spectrum Brands Inc.; Sorrento Therapeutics, Inc.; Stone Energy Corporation; Sundance Energy Inc., Traffic Control and Safety Corporation; Tuscany International Holdings*

(U.S.A.) Ltd.; United Australia Pacific, Inc.; Weatherford International plc; and Virgin Orbit Holdings, Inc.

5. I am one of the principal L&W attorneys working on this engagement. I have extensive experience in corporate restructurings and have represented debtors, asset purchasers, bank groups, secured lenders, unsecured creditors, and other parties in both in-court and out-of-court restructurings, and in related litigation. Other professionals and paraprofessionals in L&W's insolvency practice and in other practice areas, many of whom also have extensive experience in corporate restructurings generally and debtor representations in chapter 11 cases specifically, will participate in the representation of the Debtors in the Chapter 11 Cases.

RETENTION OF L&W

6. The Debtors seek to retain L&W because of L&W's recognized expertise and extensive experience and knowledge practicing before bankruptcy courts in large and complex chapter 11 cases, as well as L&W's knowledge of the Debtors' businesses, financial, and litigation affairs gained from L&W's representation of the Debtors for many years.

7. L&W has represented the Debtors since Leonard Green & Partners, L.P. ("**LGP**") acquired the Debtors in October 2007 (the "**LGP Acquisition**"). Specifically, L&W represented LGP in connection with the LGP Acquisition and, as is customary, the Debtors in connection with certain financing transactions related to the LGP Acquisition that were entered into concurrent with the closing of the LGP Acquisition.

8. Since the LGP Acquisition, L&W has acted as one of the Debtors' outside counsel, representing the Debtors in connection with various financing, corporate, and other matters. In April 2012, L&W represented the Debtors in connection with a \$275 million senior secured term loan facility (as amended, supplemented or modified from time to time, the "**First Lien Term Loan**

Facility”) and a \$75 million senior secured asset-based revolving facility (as amended, supplemented or modified from time to time, the “*ABL Facility*”), which refinanced the LGP Acquisition financing facilities. The Company subsequently entered into certain amendments to the First Lien Term Loan Facility and the ABL Facility (collectively with the First Lien Term Loan Facility and the ABL Facility, the “*Financing Transactions*”).

9. Additionally, L&W advised The Container Store Group, Inc. in 2013 in connection with its initial public offering (the “*IPO*”) of shares of its common stock, which began trading on the New York Stock Exchange under the ticker symbol “TCS” on November 6, 2013.

10. In addition to the above, the Debtors and L&W have worked closely together in connection with certain corporate, finance, tax, and litigation matters that customarily arise in the representation of companies similar to the Debtors. More recently, L&W has worked with the Debtors to devise a strategy to comprehensively address the Debtors’ liquidity issues and, ultimately, prepare the chapter 11 cases. On November 26, 2024, L&W entered into an amended engagement agreement (as amended, the “*2024 Engagement Letter*”) with Debtor The Container Store Group, Inc. (“*TCSG*”) pursuant to which L&W agreed to advise TCSG and the other Debtors in connection with certain corporate, finance, and restructuring matters, including litigation matters arising out of or relating to the foregoing.³

11. During the course of its engagement, L&W has worked with the Debtors to explore strategies to address the Debtors’ liquidity issues, including by engaging in negotiations with key stakeholders such as the Ad Hoc Group (as defined in the First Day Declaration). As a result, I believe that L&W has become uniquely familiar with the Debtors’ historical operations and products, the Debtors’ current business affairs, many of the potential legal issues that might arise

³ A copy of the 2024 Engagement Letter is attached to the proposed Order as **Exhibit A**.

in the context of the chapter 11 cases, and the prospects for a successful resolution of the chapter 11 cases. Thus, I believe that, given L&W's extensive dealings with the Debtors and the various constituencies in the chapter 11 cases and the depth of knowledge that L&W has gained over the course of its representation of the Debtors, replacing L&W at this critical juncture would cause significant delays in the Debtors' restructuring efforts on the quick timetable contemplated by the Transaction Support Agreement. Furthermore, I believe that engagement of new counsel would be tremendously disruptive at a time when the Debtors are focused on ensuring a smooth transition into chapter 11 and would require that the Debtors incur significant costs.

SCOPE OF SERVICES

12. Pursuant to the 2024 Engagement Letter, the Debtors retained L&W to provide, without limitation, the following legal services:

- a. advise the Debtors in connection with their restructuring activities regarding negotiations, litigation, and settlement with creditors and other interested parties to the restructuring;
- b. advise the Debtors with respect to finance and corporate transactions;
- c. review of documents;
- d. prepare agreements;
- e. review and prepare pleadings;
- f. attend court hearings; and
- g. undertake all other necessary legal services for the Debtors in connection with the chapter 11 cases.

NO DUPLICATION OF SERVICES

13. I understand that, concurrently with the filing of the Application, the Debtors anticipate filing an application to retain Hunton Andrews Kurth LLP ("**HAK**") as their bankruptcy co-counsel and conflicts counsel. Because L&W and HAK will each have a well-defined and

distinct role, each counsel will not duplicate the services the other provides to the Debtors. L&W will coordinate with HAK and any other counsel the Debtors retain in the chapter 11 cases to ensure that the legal services each firm provides to the Debtors are not unnecessarily duplicative.

14. I further understand that the Debtors also have filed or intend to file applications to: (a) employ Houlihan Lokey, Inc. as investment banker; (b) employ and retain FTI Consulting, Inc. as financial advisor and to provide the Debtors with a Chief Restructuring Officer; and (c) employ Kurtzman Carson Consultants, LLC d/b/a Verita Global (“*Verita*”) as noticing and solicitation agent.⁴

15. I have advised the Debtors that L&W intends to monitor carefully the efforts of these other professionals and coordinate with such professionals to clearly delineate their respective duties in order to prevent unnecessary duplication of efforts. The efficient coordination of the efforts of the Debtors’ attorneys and other professionals will greatly add to the effective administration of the chapter 11 cases.

PROFESSIONAL COMPENSATION AND EXPENSE REIMBURSEMENT

16. L&W intends to apply to the Court for allowance of compensation for professional services rendered and reimbursement of expenses incurred in connection with the chapter 11 cases in compliance with sections 330 and 331 of the Bankruptcy Code and applicable provisions of the Bankruptcy Rules, the Bankruptcy Local Rules, and any procedures and orders of the Court.

17. L&W operates in a national marketplace for legal services in which rates are driven by multiple factors relating to the individual lawyer, his or her area of specialization, the firm’s expertise, performance, and reputation, the nature of the work involved, and other factors.

⁴ The Debtors reserve the right to file additional applications to employ certain professionals not enumerated herein.

18. L&W's current hourly rates for matters related to the chapter 11 cases range as follows:

Billing Category	Range⁵
Partners	\$1,680 to \$2,650
Counsel	\$1,595 to \$2,070
Associates	\$835 to \$1,635
Professional Staff	\$255 to \$980
Paralegals	\$355 to \$755

19. L&W's hourly rates are designed to compensate L&W fairly for the work of its attorneys and paralegals and to cover fixed and routine overhead expenses. Hourly rates vary with the experience and seniority of the individuals assigned and are subject to periodic adjustments to reflect economic and other conditions (which adjustments will be reflected in the first L&W fee application following such adjustments).⁶

20. Consistent with the 2024 Engagement Letter and L&W's policy with respect to its other clients, L&W will continue to charge the Debtors for all services provided and for other charges and disbursements incurred in the rendition of services. It is L&W's policy to charge its clients in all areas of practice for identifiable, non-overhead expenses incurred in connection with the client's case that would not have been incurred except for representation of that particular client. It is also L&W's policy to charge its clients only the amount actually incurred by L&W in connection with such items. These charges and disbursements include (without limitation) costs for photocopying, electronic data management services, including scanning and document imaging, travel, travel-related expenses, business meals, computerized research, messengers, couriers, postage, witness fees, and other fees related to trials and hearings. L&W professionals

⁵ The rates shown here represent hourly rates as of January 1, 2025. Any time billed through December 31, 2024 will be billed at 2024 rates disclosed below.

⁶ L&W's billing rates are usually revised annually, on or around January 1 of each year, as is customary with L&W's policies. Accordingly, L&W's billing rates will increase on January 1, 2026.

also may charge their overtime meals and overtime transportation to the Debtors consistent with prepetition practices, and L&W will continue to charge for overtime secretarial charges that arise out of business necessity.

21. No promises have been received by L&W, or any partner, counsel, or associate thereof, as to payment or compensation in connection with the chapter 11 cases other than in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Bankruptcy Local Rules. Except for sharing arrangements among L&W, its affiliated law practice entities, and their respective members, in accordance with sections 329 and 504 of the Bankruptcy Code and Bankruptcy Rule 2016(b), L&W has not entered into any agreements, express or implied, with any other party in interest, including the Debtors, any creditor, or any attorney for such party in interest in the chapter 11 cases for (a) the purpose of sharing or fixing fees or other compensation to be paid to any such party in interest or its attorneys for services rendered in connection therewith, (b) payment of such compensation from the assets of the estates in excess of the compensation allowed by this Court pursuant to the applicable provisions of the Bankruptcy Code, or (c) payment of compensation in connection with the chapter 11 cases other than in accordance with the applicable provisions of the Bankruptcy Code.

U.S. TRUSTEE GUIDELINES

22. L&W will make a reasonable effort to comply with the U.S. Trustee's requests for information and additional disclosures as set forth in the U.S. Trustee Guidelines, both in connection with this Application and with any fee applications filed by L&W in the chapter 11 cases.

23. The following is provided in response to the request for additional information set forth in Paragraph D.1 of the U.S. Trustee Guidelines:

- a. **Question:** Did L&W agree to any variations from, or alternatives to, L&W's standard billing arrangements for this engagement?

Answer: No. The rate structure provided by L&W is appropriate and comparable to (a) the rates that L&W charges for non-bankruptcy representations or (b) the rates of other comparably skilled professionals.

- b. **Question:** Do any of the L&W professionals in this engagement vary their rate based on the geographic location of the Debtors' chapter 11 cases?

Answer: No.

- c. **Question:** If L&W has represented the Debtors in the 12 months prepetition, disclose L&W's billing rates and material financial terms for the prepetition engagement, including any adjustments during the 12 months prepetition. If L&W's billing rates and material financial terms have changed postpetition, explain the difference and the reasons for the difference.

Answer: L&W's current hourly rates for services rendered on behalf of the Debtors are set forth above. These rates have been used since January 1 of 2025. L&W used the following rates for services rendered in 2024: \$1,450-\$2,455 for partners; \$1,425-\$1,860 for counsel; \$760-\$1,505 for associates; \$325-\$710.⁷ All material financial terms other than the rate increase on January 1, 2025 have remained unchanged since the prepetition period.

COMPENSATION RECEIVED BY L&W FROM THE DEBTORS

24. As of the Petition Date, the Debtors did not owe L&W any amounts for legal services rendered before the Petition Date.

25. During the 90-day period prior to the Petition Date, L&W received payments and advances in the aggregate amount of \$6,615,424.78 for services performed and expenses incurred, and to be performed and incurred, including in preparation for the commencement of the chapter 11 cases. As of the Petition Date, the balance of the retainers was approximately \$606,515.10 (the "*Fee Advance*"). L&W intends to apply the Fee Advance to any outstanding amounts relating to the period prior to the Petition Date that were not processed through L&W's system as of the

⁷ L&W has also historically provided a 10% discount to the Debtors on ordinary course U.S. Securities and Exchange Commission reporting work, which L&W will continue to honor to the extent applicable.

Petition Date and will seek the approval of this Court prior to applying any portion of the remaining Fee Advance to postpetition fees and expenses.

26. L&W requests that the Fee Advance be treated as an evergreen retainer and be held by L&W as security throughout the Chapter 11 Cases until L&W's fees and expenses are awarded and payable to L&W on a final basis.

DISINTERESTEDNESS

27. In preparing this Declaration, I used a set of procedures developed by L&W to ensure compliance with the requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Bankruptcy Local Rules regarding the retention of professionals by a debtor under the Bankruptcy Code (the "***Firm Disclosure Procedures***"). Pursuant to the Firm Disclosure Procedures, I performed, or caused to be performed, the following actions to identify the parties relevant to this Declaration and to ascertain L&W's connection to such parties:

- a. The following comprehensive list (the "***Retention Checklist***") of the types of entities that may have contacts with the Debtors was developed through discussions with the L&W attorneys who have provided services to the Debtors and in consultation with the advisors to and senior management of the Debtors:
 - (i) Debtors
 - (ii) Non-Debtor Affiliates
 - (iii) Debtors' Previous Names, Predecessors, and Related Entities
 - (iv) Debtors' Restructuring and Other Significant Professionals
 - (v) Major Equity Holders
 - (vi) Current and Former Officers and Directors (Up to 3 Years)
 - (vii) Secured Lenders as of Petition Date
 - (viii) Lienholders
 - (ix) Contract Counterparties
 - (x) Administrative Agent
 - (xi) Professionals Representing Parties
 - (xii) Top 20 Unsecured Creditors

- (xiii) Major Suppliers, Vendors, and Other Parties
- (xiv) Third Party Administrators
- (xv) Significant Customers
- (xvi) Debtors' Banks
- (xvii) Insurers and Insurance Agents
- (xviii) Surety Bond Issuers & Beneficiaries
- (xix) Letters of Credit Issuers & Beneficiaries
- (xx) Taxing and Other Governmental Authorities
- (xxi) Landlords
- (xxii) Litigation Counterparties
- (xxiii) Counsel to Litigation Counterparties
- (xxiv) Utilities
- (xxv) Other Significant Parties
- (xxvi) United States Bankruptcy Judges for the Southern District of Texas
(and Key Staff Members)
- (xxvii) United States Trustee for the Southern District of Texas (and Key
Staff Members)

- b. L&W obtained information responsive to the Retention Checklist through several inquiries of the Debtors' senior management and advisors and review of documents provided by the Debtors to L&W. L&W then used that information, together with other information identified by L&W, to compile a list of the names of entities that may be parties in interest in the chapter 11 cases (the "***Potential Parties in Interest***"), as set forth on **Schedule 1** hereto.⁸ The information listed on **Schedule 1** may have changed without my knowledge and may change during the pendency of the chapter 11 cases. L&W will update this Declaration, as described below, when L&W becomes aware of new material information.
- c. L&W maintains a master client database as part of its conflict clearance and billing records. The master client database includes the names of the entities for which any attorney time charges have been billed since the database was first created (the "***Client Database***"). The Client Database includes the names of all current and former clients, the names of the parties who are or were related or adverse to such current and former clients, and the names of the L&W personnel who are or were responsible for current or former matters for such clients. The Client Database also includes the names of

⁸ The entities included on the list of Potential Parties in Interest (and the categories contained therein) were provided by the Debtors to L&W for purposes of a conflict check only and should not be relied upon by any party as a list of creditors or for any other purpose.

former clients of L&W attorneys while such attorneys were at a prior firm. L&W policy is that no new matter may be accepted or opened within L&W without completing and submitting to those charged with maintaining the conflict clearance system the information necessary to check each such matter for conflicts, including the identity of the prospective client, the name of the matter, adverse parties, and, in some cases, parties related to the client or to an adverse party. Accordingly, the database is updated for every new matter undertaken by L&W. The accuracy of the system is a function of the completeness and accuracy of the information submitted by the attorney opening a new matter.

- d. L&W compared the names of each of the Potential Parties in Interest to client matters in the Client Database for which professional time was recorded during the three years prior to the Petition Date. Any matches to names in the Client Database generated by the comparison were compiled, together with the names of the respective L&W personnel responsible for the identified client matters (the “*Client Match List*”).
- e. An L&W attorney then reviewed the Client Match List and deleted obvious name coincidences and individuals or entities that were adverse to L&W’s clients in both this matter and the matter referenced on the Client Match List. This updated Client Match List is attached as **Schedule 2** to this Declaration.⁹
- f. Using information in the Client Database concerning entities on the Client Match List and making general and, if applicable, specific inquiries of L&W personnel, L&W verified that it does not represent and has not represented any entity on the Client Match List in connection with the Debtors or the chapter 11 cases.
- g. In addition, a general inquiry was sent by email to all L&W attorneys to determine whether any such individuals or any members of their households: (i) own or owned any debt or equity securities of the Debtors; (ii) hold or held any claim against or interest adverse to the Debtors; (iii) represent or represented a client in a matter adverse to the Debtors; (iv) are or were officers, directors, or employees of the Debtors; (v) are related to or have any connections to Bankruptcy Judges in the Southern District of Texas; or (vi) are related to or have any connections to anyone working in the Office of United States Trustee for the Southern District of Texas.

⁹ As referenced in **Schedule 2**, the term “Current Client” refers to an entity listed as a client in L&W’s Client Database for whom time has been recorded in the past 12 months and L&W has at least one open matter. The term “Former Client” refers to an entity listed as a client in L&W’s Client Database for whom time has been recorded in the past three years. L&W does not disclose connections if time was recorded more than three years before the Petition Date.

28. L&W compiled responses to the foregoing inquiries for the purpose of preparing this Declaration. Responses to the inquiry described in subparagraph (g) above indicate that, as of the Petition Date and except as described below, no L&W attorneys or members of their household: (a) own or owned any debt or equity securities of the Debtors;¹⁰ (b) hold or held any claim against or interest adverse to the Debtors; (c) represent or represented a client in a matter adverse to the Debtors; (d) are or were officers, directors, or employees of the Debtors; (e) are related to or have any connections to Bankruptcy Judges in the Southern District of Texas; or (f) are related to or have any connections to anyone working in the Office of the U.S. Trustee.

29. Of the entities listed on **Schedule 2**, only two represented more than 1% of L&W's total client billings for the twelve-month period ending November 30, 2024 (on a consolidated basis), namely: JPMorgan Chase & Co. and Leonard Green & Partners, L.P. Neither of these entities, however, represented more than 2% of L&W's total client billings for such twelve-month period.

30. L&W will not represent the Debtors in an adversary proceeding commenced against any client of L&W unless L&W has an applicable waiver on file or first receives a waiver from such entity allowing L&W to commence such an action. To the extent that a waiver does not exist or is not obtained from such entity and it is necessary for the Debtors to commence an adversary proceeding against that entity, the Debtors will employ HAK or retain separate conflicts counsel to represent them in that particular matter. In addition, L&W will not represent any client on any matter adverse to the Debtors or their estates while retained as the Debtors' counsel in the chapter 11 cases.

¹⁰ Certain L&W attorneys or members of the households of L&W attorneys may unknowingly hold interests in the Debtors in blind, discretionary accounts or mutual funds.

31. L&W will periodically review its files during the pendency of the chapter 11 cases to ensure that no conflicts or other disqualifying circumstances exist or arise. If any relevant facts or relationships are discovered or arise, L&W will use reasonable efforts to identify such further developments and will promptly file a supplemental declaration as required by Bankruptcy Rule 2014(a). In that regard, L&W intends to disclose clients in the capacity that they first appear in a conflicts search. For example, if a client has already been disclosed in this Declaration in one capacity (*e.g.*, a bank), and the client appears in a subsequent conflicts search in a different capacity (*e.g.*, a bondholder), then L&W does not intend to disclose the same client again in supplemental declarations, unless the circumstances are such in the latter capacity that additional disclosure is required.

32. Except as set forth herein, and based upon the information available to me, neither I, nor L&W, nor any partner or associate thereof, insofar as I have been able to ascertain, holds or represents any interest adverse to the Debtors or their estates. Based on the foregoing and to the best of my knowledge, I believe that: (a) L&W is a “disinterested person” within the meaning of section 101(14) of the Bankruptcy Code, as required by section 327(a) of the Bankruptcy Code; and (b) L&W has no connection to the Debtors, their creditors, or their related parties except as may be disclosed in this Declaration (as supplemented from time-to-time). The proposed engagement of L&W is not prohibited by or improper under Bankruptcy Rule 5002(a).

SPECIFIC DISCLOSURES

33. As specifically set forth below and in **Schedule 2**, L&W represents or has represented certain of the Debtors’ creditors, equity security holders, professionals, and other Potential Parties in Interest in matters unrelated to the chapter 11 cases. None of the representations described herein is adverse to the interests of the Debtors or their estates. Moreover, pursuant to section 327(c) of the Bankruptcy Code, L&W is not disqualified from acting

as the Debtors' counsel merely because it represents or has represented the Debtors' creditors, equity security holders, professionals, and other Potential Parties in Interest in matters unrelated to the chapter 11 cases. I do not believe that L&W's current and prior representations described herein preclude L&W from being a disinterested party under the Bankruptcy Code.

Relationship with Significant Equity Owners

34. Green Equity Investors V, L.P. and Green Equity Investors Side V, L.P., which are funds managed by or affiliated with LGP, collectively hold approximately 29.3% of Debtor The Container Store Group, Inc.'s outstanding common stock. L&W currently represents, has represented, and will continue to represent LGP (and/or its portfolio companies) in various matters unrelated to the Debtors or the Chapter 11 Cases.

35. As noted above, L&W represented LGP in the LGP Acquisition. However, L&W has not represented, and will not represent, LGP or any of its affiliates in connection with the chapter 11 cases or any matter adverse to the Debtors. The Debtors have retained HAK in connection with the chapter 11 cases to represent the Debtors in any conflict matter, including any matter which would present a conflict as a result of L&W's representation of LGP.¹¹

36. L&W's representation of LGP was not adverse to the Debtors' estates prior to the Petition Date nor is L&W's current representation of LGP in matters unrelated to the chapter 11 cases adverse to the Debtors' estates. In the event that the Debtors become directly adverse to

¹¹ Further, the Debtors and LGP have each executed an acknowledgement letter, dated as of November 26, 2024, confirming that (a) L&W represented the Debtors in connection with the matters referenced herein, (b) L&W has not represented any other person adverse to the Debtors on such matters (including in connection with the Debtors' restructuring or the chapter 11 cases), (c) L&W represents the Debtors in connection with the Debtors' chapter 11 cases and will not represent any person in connection with the assertion of any claim against the Debtors, and (d) L&W will continue to represent LGP and/or its affiliates on matters unrelated to the Debtors' chapter 11 cases going forward. Lastly, LGP is represented by separate counsel, Porter Hedges LLP, in connection with the Debtors' chapter 11 cases.

LGP in an adversary proceeding in these chapter 11 cases, the Debtors will employ conflicts counsel (HAK) to handle the matter as necessary.

37. Based on the foregoing, I do not believe L&W's former or current representations of LGP (or its affiliates) precludes L&W from meeting the disinterestedness standard under the Bankruptcy Code.

Relationships with Lenders, Agents, and Other Significant Parties

38. As disclosed in **Schedule 2**, L&W currently represents or formerly represented certain of the Debtors' lenders, trustees, agents, other secured parties, and/or their affiliates. Specifically, L&W currently represents or in the past has represented Acquiom Agency Services LLC, AgencCohanzick, Eclipse Business Capital LLC, Equini Trust Company, LLC, Glendon Capital Management L.P., Jefferies Capital Services, LLC, LCM Asset Management LLC, Nassau Global Credit LLC, Golub Capital LLC, JPMorgan Chase & Co., Tikehau Capital, Wells Fargo, and Z Capital Partners, LLC (collectively, the "***Lenders and Secured Parties***") in a number of different matters unrelated to the Debtors and the chapter 11 cases.

39. Prior to joining L&W, a current L&W partner and an L&W associate represented JPMorgan Chase Bank, N.A. as agent in connection with the First Lien Term Loan Facility. These L&W attorneys no longer represent such party and have not performed any work related to this representation while at L&W. Furthermore, these L&W attorneys will not work on the chapter 11 cases. I do not believe these relationships with certain of the Debtors' significant lenders precludes L&W from meeting the disinterestedness standard under the Bankruptcy Code.

40. L&W has not represented the Lenders and Secured Parties in connection with any matter related to the Debtors or the chapter 11 cases, and L&W will not represent the Lenders and Secured Parties in any such matter while retained as the Debtors' restructuring counsel. I do not

believe that L&W's past or current representation of the Lenders and Secured Parties precludes L&W from being a disinterested party under the Bankruptcy Code. In the event that the Debtors and any of the Lenders and Secured Parties become directly adverse to one another in an adversary proceeding in the chapter 11 cases, the Debtors will employ HAK or retain other conflicts counsel to handle the matter as necessary.

Relationships with the Debtors' Banking Institutions

41. L&W currently represents and in the past has represented Bank of America, Citibank, N.A., JPMorgan Chase Bank, N.A., Wells Fargo Bank, N.A. and certain of their affiliates (collectively, the "***Banks***") in a number of different matters unrelated to the Debtors and the chapter 11 cases. The Banks are entities with whom the Debtors have a banking relationship. L&W has not represented and will not represent the Banks in connection with any matter in the chapter 11 cases. I do not believe that L&W's past or current representation of the Banks in matters unrelated to the Debtors or the chapter 11 cases precludes L&W from being a disinterested party under the Bankruptcy Code. In the event that the Debtors and any of the Banks become directly adverse to one another in an adversary proceeding in the chapter 11 cases, the Debtors will employ HAK or other conflicts counsel to handle the matter as necessary.

Connections to Officers and Directors

42. L&W currently represents or formerly represented certain affiliates, subsidiaries, and/or entities associated with the Debtors' current and recent former officers and directors. I do not believe that L&W's past or current representation of the affiliates, subsidiaries, and entities associated with certain officers and directors precludes L&W from meeting the disinterestedness standard under the Bankruptcy Code.

43. Timothy P. Flynn, who previously served on the Debtors' board of directors, served in various management and/or director capacities of other active or inactive L&W clients. I do not believe L&W's current or prior representation of clients for which Timothy P. Flynn served in management and/or director capacities precludes L&W from meeting the disinterestedness standard under the Bankruptcy Code.

Relationships with Significant Customers

44. As disclosed in **Schedule 2**, L&W currently represents or formerly represented certain of the Debtors' major customers or their affiliates. Specifically, L&W currently represents or in the past has represented Marriot, Crescent Heights LLC, Mid-America Apartment Communities, Inc. and Tishman Speyer Properties Deutschland GmbH (collectively, the "***Significant Customers***") in a number of different matters unrelated to the Debtors and the chapter 11 cases.

45. L&W has not represented the Significant Customers in connection with any matter related to the Debtors or the chapter 11 cases, and L&W will not represent the Significant Customers in any such matter while retained as the Debtors' restructuring counsel. I do not believe that L&W's past or current representation of the Significant Customers precludes L&W from being a disinterested party under the Bankruptcy Code. In the event that the Debtors and any of the Significant Customers become directly adverse to one another in an adversary proceeding in the

chapter 11 cases, the Debtors will employ HAK or other conflicts counsel to handle the matter as necessary.

Relationships with Contract Counterparties

46. As disclosed in **Schedule 2**, L&W currently represents or formerly represented certain of the Debtors' material contract counterparties and/or their affiliates in a number of different matters unrelated to the Debtors or the chapter 11 cases.¹² I do not believe that L&W's past or current representations described in this paragraph preclude L&W from being a disinterested party under the Bankruptcy Code. In the event that the Debtors and any such material contract counterparty become directly adverse to one another in an adversary proceeding in the chapter 11 cases, the Debtors will employ HAK or other conflicts counsel to handle the matter as necessary.

Relationships with Major Suppliers, Vendors, and Other Parties

47. As disclosed in **Schedule 2**, L&W currently represents or formerly represented certain of the Debtors' major suppliers, vendors, and/or their affiliates in a number of different matters unrelated to the Debtors or the chapter 11 cases. I do not believe that L&W's past or current representations described in this paragraph preclude L&W from being a disinterested party under the Bankruptcy Code. In the event that the Debtors and any such utility provider become directly adverse to one another in an adversary proceeding in the chapter 11 cases, the Debtors will employ HAK or other conflicts counsel to handle the matter as necessary.

¹² For purposes of these disclosures, L&W reviewed the Debtors' top fifty (50) contract counterparties by spend, which represents 75% of total spend for the last twelve months.

Relationships with Utility Providers for the Debtors¹³

48. As disclosed in **Schedule 2**, L&W currently represents or formerly represented certain of the Debtors' utility providers and/or their affiliates in a number of different matters unrelated to the Debtors or the chapter 11 cases. I do not believe that L&W's past or current representations described in this paragraph preclude L&W from being a disinterested party under the Bankruptcy Code. In the event that the Debtors and any such utility provider become directly adverse to one another in an adversary proceeding in the chapter 11 cases, the Debtors will employ HAK or other conflicts counsel to handle the matter as necessary.

Relationships with Insurers, Insurance Agents, and Third-Party Administrators

49. As disclosed in **Schedule 2**, L&W currently represents or formerly represented certain of the Debtors' insurers, insurance agents, third party administrators, and/or their affiliates in a number of different matters unrelated to the Debtors or the chapter 11 cases. I do not believe that L&W's past or current representations described in this paragraph preclude L&W from being a disinterested party under the Bankruptcy Code. In the event that the Debtors and any such insurance provider or benefits administrator become directly adverse to one another in an adversary proceeding in the chapter 11 cases, the Debtors will employ HAK or other conflicts counsel to handle the matter as necessary.

Relationships with Taxing Authorities

50. As disclosed in **Schedule 2**, L&W currently represents or formerly represented certain taxing authorities, and/or affiliates of such taxing authorities, in a number of different matters unrelated to the Debtors or the chapter 11 cases. I do not believe that L&W's past or

¹³ For purposes of the disclosures, L&W reviewed the Debtors' utility providers where the monthly expenditure exceeded \$5,000.

current representations described in this paragraph preclude L&W from being a disinterested party under the Bankruptcy Code. In the event that the Debtors and any such taxing authorities become directly adverse to one another in an adversary proceeding in the chapter 11 cases, the Debtors will employ HAK or other conflicts counsel to handle the matter as necessary.

Other Connections to Potential Parties in Interest

51. Certain of the parties in interest in the chapter 11 cases may be, or previously may have been, members of ad hoc or official creditors' committees represented by L&W in matters unrelated to the chapter 11 cases. In such instances, L&W represented only the committee or group, and did not represent the creditors in their individual capacities, and no attorney client relationship exists or existed between L&W and such parties in interest unless specifically noted. L&W does not and will not represent any of these parties in connection with the chapter 11 cases.

52. L&W may have represented, and may currently represent, entities that hold or may in the future hold certain of the Debtors' debt in beneficial accounts on behalf of unidentified parties. Because distressed debt is actively traded in commercial markets, L&W may be unaware of the actual holder of such debt at any given moment. L&W also represents numerous entities in unrelated matters that may buy and/or sell distressed debt, claims, or equity interests of Chapter 11 debtors. Moreover, from time to time, L&W is engaged by various entities that buy and/or sell distressed debt to analyze the capital structure of a distressed company based on a review of publicly available information. L&W does not undertake such reviews after it has been engaged to represent any such company, including the Debtors, and does not view any public debt review as an adverse representation to the Debtors. Similarly, as a large, international firm, L&W may represent creditors and/or investors of or parties interested in investing in one or more parties in

interest in these cases. L&W does not believe these relationships represent interests adverse to the estate.

53. Certain of the Debtors and their non-debtor affiliates or other entities associated with the Debtors may be creditors of entities that L&W currently represents or has represented in bankruptcy proceedings or post-effective date claims processes. Similarly, certain parties in interest in the chapter 11 cases may be current or former L&W restructuring clients. L&W will not represent the Debtors, the Debtors' non-debtor affiliates, or other entities associated with the Debtors in any matter related to other L&W clients' bankruptcy proceedings. Nor will L&W represent any of its other restructuring clients against the Debtors in any of its other clients' restructuring matters. L&W's other chapter 11 representations are unrelated to the chapter 11 cases and the Debtors. I do not believe these representations preclude L&W from being a disinterested party under the Bankruptcy Code.

Relationships with Other Professionals

54. From time to time, L&W has referred work to other professionals to be retained in the chapter 11 cases, and certain such professionals have referred work to L&W. Also, as part of its practice, L&W appears in cases, proceedings, and transactions involving many different attorneys, accountants, financial consultants, and investment bankers, some of whom now or may in the future represent claimants and other parties in interest in these cases. L&W has not represented, and will not represent, any such parties in relation to the Debtors or the chapter 11 cases. L&W does not have any relationship with any such attorneys, accountants, financial consultants, or investment bankers that would be adverse to the Debtors or their estates.

55. As disclosed in **Schedule 2**, L&W currently represents or formerly represented certain of the Debtors' other professionals in a number of different matters unrelated to the Debtors and the chapter 11 cases. I do not believe that L&W's past or current representation of these other

professionals in matters unrelated to the Debtors or the chapter 11 cases precludes L&W from being a disinterested party under the Bankruptcy Code. In the event that the Debtors and any of the applicable professionals become directly adverse to one another in an adversary proceeding in the chapter 11 cases, the Debtors will employ HAK or other conflicts counsel to handle the matter as necessary.

**L&W Attorney Connections with the Office of the
United States Trustee for Region 7 and Judges for the United States
Bankruptcy Court for the Southern District of Texas (and Key Staff Members)**

56. Certain L&W attorneys and/or personnel (or members of their immediate families): (a) previously worked at other law firms, in government services, or for other employers; (b) have participated and may participate in legal activities; (c) had and have affiliations through law school, conferences, bar, employment, or other organizations; and/or (d) may have social interactions or friendships, in each case, involving (x) Judges and/or key staff members of the United States Bankruptcy Court for the Southern District of Texas or (y) attorneys or key staff members of the Office of the United States Trustee for Region 7. As part of its standard hiring practices, from time to time, L&W conducts interviews and may make offers of employment to staff members of the United States Bankruptcy Court for the Southern District of Texas, including law clerks.

57. Ray C. Schrock, Candace M. Arthur, and Alexander Welch joined L&W from Weil, Gotshal & Manges LLP (“*Weil*”) on December 2, 2024. Effective August 14, 2019, United States Bankruptcy Judge Christopher M. Lopez was appointed to the United States Bankruptcy Court for the Southern District of Texas. Prior to such appointment, Judge Lopez was employed by and held a counsel position at Weil. Additionally, effective July 16, 2024, United States Bankruptcy Judge Alfredo R. Perez was appointed to the United States Bankruptcy Court for the Southern District

of Texas. Prior to such appointment, until his retirement from Weil on December 31, 2023, Judge Perez was employed by and a member of the partnership at Weil.

58. I do not believe that the foregoing connections preclude L&W from meeting the disinterestedness standard under the Bankruptcy Code.

L&W Attorney Investments

59. From time to time, L&W partners, counsel, associates, and employees, or members of the households of the foregoing, personally invest in mutual funds, exchange-traded funds, retirement funds, private equity funds, venture capital funds, hedge funds, fund of funds, and other types of investment funds (the “*Investment Funds*”), through which such individuals indirectly acquire an interest in debt or equity securities of many companies, one of which may be one of the Debtors, their creditors, or other parties in interest in the Chapter 11 Cases, often without L&W’s knowledge. Each such person generally owns substantially less than one percent of such Investment Fund, does not manage or otherwise control such Investment Fund, and has no influence over the Investment Fund’s decision to buy, sell, or vote any particular security. The Investment Funds are generally operated as a blind pool, meaning that when such persons make an investment in an Investment Fund, he, she, or they do not know what securities the blind pool Investment Fund will purchase or sell and have no control over such purchases or sales.

60. From time to time one or more L&W partners voluntarily choose to form an entity (a “*Passive-Intermediary Entity*”) to invest in one or more Investment Funds or, in certain instances, directly in private companies. Such Passive-Intermediary Entity is comprised only of persons who were L&W partners or retired partners at the time of the Passive-Intermediary Entity’s formation (although some may later become former L&W partners), and participation in such a Passive-Intermediary Entity is wholly voluntary and only a portion of L&W’s partners

choose to participate. L&W itself does not invest in the Passive-Intermediary Entity. The Passive-Intermediary Entity generally owns substantially less than one percent of any underlying Investment Fund, does not manage or otherwise control such Investment Fund, and has no influence over the Investment Fund's decision to buy, sell, or vote any particular security. Each Investment Fund in which a Passive-Intermediary Entity invests is operated as a blind pool, so that the Passive-Intermediary Entity does not know what securities the blind pool Investment Funds will purchase or sell, and has no control over such purchases or sales. The Passive-Intermediary Entities commonly receive periodic statements and communications from the underlying Investment Funds. The L&W partners participating in the Passive Intermediary may or may not know the identity of the Investment Fund's underlying investments or the identity of the securities purchased, sold, or held by the Investment Fund.

61. Certain of the Passive-Intermediary Entities may make a direct investment into a private company. It is my understanding that no Passive-Intermediary Entity has made any direct investment into the Debtors or otherwise purchased any debt or equity security of the Debtors.¹⁴ In addition, as discussed above, the Firm Disclosure Procedures involve sending a general inquiry to all L&W attorneys to determine whether any such individuals or any members of their households own or owned any debt or equity securities of the Debtors or hold or held any claim against or interest adverse to the Debtors, among other things.¹⁵

¹⁴ One Passive-Intermediary Entity established by certain current or former L&W partners holds an investment in Investment Fund Green Equity Investors V, L.P. ("**GEI V**"). GEI V holds common shares of Debtor The Container Store Group, Inc. Therefore, such Passive-Intermediary Entity holds an indirect ownership interest in the Debtors as of the Petition Date; however, no L&W attorneys have influence or control over such investment.

¹⁵ In response to the general inquiry, one L&W associate, who has not worked on the chapter 11 cases, disclosed that she previously owned 3 common shares of TCSG, but no longer held any shares as of the Petition Date. In addition, prior to the Petition Date, two partners of L&W previously owned a limited number of common shares of TCSG. The shares owned by these L&W partners, which were abandoned prior to the Petition Date, represented in the aggregate approximately 0.00002% of TCSG's outstanding common shares. In order to avoid

62. From time to time, including as noted above, L&W partners, counsel, associates, and employees personally directly acquire a debt or equity security of a company, which may be (or become) one of the Debtors, their creditors, or other parties in interest in the chapter 11 cases. L&W has a long-standing policy prohibiting attorneys and employees from using material non-public information that may come to their attention in the course of their work, so that all L&W attorneys and employees are barred from trading in securities with respect to which they possess material non-public information.

OTHER INVESTIGATION AND DISCLOSURE MATTERS

63. L&W's investigation and research of the Potential Parties in Interest has thus far failed to eliminate the possibility that Potential Parties in Interest other than those listed on **Schedule 2** hereto may be current or Former Clients of L&W because: (a) the names of the Potential Parties in Interest are similar to, but not identical to, current or former L&W clients; or (b) the names of the Potential Parties in Interest are common names that appeared on our conflict search results, but do not appear to be the same individuals or entities that are parties in interest herein.

64. Although L&W has undertaken, and continues to undertake, extensive efforts to identify connections with the Debtors and other Potential Parties in Interest, it is possible that connections with some Potential Parties in Interest have not yet been identified. Should L&W, through its continuing efforts, learn of any new connections of the nature discussed herein, L&W will so advise the Court in a timely manner as soon as reasonably practicable.

any potential conflicts, each of these L&W partners has abandoned and renounced any rights of recovery on their respective shares.

65. L&W will not, while employed by the Debtors, represent any other entity having an adverse interest to the Debtors with respect to matters upon which the Debtors seek to retain L&W during the pendency of the chapter 11 cases.

66. Insofar as I have been able to ascertain, I know of no conflict of interest that would preclude L&W's representation of the Debtors in the chapter 11 cases.

67. The foregoing constitutes the statement of L&W pursuant to sections 327(a), 329, and 504 of the Bankruptcy Code and Bankruptcy Rules 2014(a) and 2016(b).

[Signature Page Follows]

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

Dated: January 3, 2025
Los Angeles, California

/s/ Ted Dillman

Ted Dillman

Partner

Latham & Watkins LLP

Schedule 1

Master List of Potential Parties in Interest¹

¹ This list (and the categories contained herein) are for purposes of a conflicts check only and should not be relied upon by any party as a list of creditors or for any other purpose. As listing a party once allows our conflicts specialists to run a check on such party, we have attempted to remove duplicate entries where possible. Accordingly, a party that otherwise would fall under multiple categories is likely to be listed under only one category.

1. Debtors

C Studio Manufacturing Inc.
C Studio Manufacturing LLC
TCS Gift Card Services, LLC

The Container Store Group, Inc.
The Container Store, Inc.

2. Non-Debtor Affiliates

Elfa Deutschland GmbH
Elfa Doors AB
Elfa Finland OY
Elfa International, AB
Elfa Sweden AB

Elfa Lumi A/S
Elfa Lumi AB
Elfa Manufacturing Poland Sp. Zo.o
Elfa Norge A/S

3. Debtors' Previous Names, Predecessors, and Related Entities

Closet Parent Company, Inc
Closet Works, LLC

Home Merger Sub, Inc.
TCS Holdings, Inc.

4. Debtors' Restructuring and Other Significant Professionals

Ankura Intermediate Holdings, LP
Ernst & Young LLP
FTI Consulting
Houlihan Lokey
Hunton Andrews Kurth LLP
ICR LLC
Latham & Watkins LLP

PwC US Tax LLP
Riveron Consulting, LLC
Sheppard, Mullin, Richter & Hampton, LLP
Sidley Austin LLP
Verita Global

5. Major Equity Holders²

Green Equity Investors V, L.P.

Green Equity Investors Side V, L.P.

6. Current and Former Officers and Directors (Up to 3 Years)

Anders Rothstein
Anthony Laday
Caryl Stern
Charles Tyson
Dhritiman Saha
Eva Gordon
Gretchen Ganc

Jeffrey Miller
John Gehre
John Marazio
Jonathan Sokoloff
Karen Stuckey
Kris Galashan
Kristin Schwertner

² For purposes of this list, major equity holders are considered to be persons or entities who hold in excess of 5% of the Debtors' equity securities. Persons or entities in addition to those listed here may exist but, because such equity positions are held through Cede & Co., there is not visibility with respect to the identity of such holders. To the extent the identities of such holders are later revealed through other avenues, such as periodic securities filings, this list will be updated to reflect the names of such holders.

Lindy Rawlinson
Lisa Klinger
Maria Thereza Neisler
Melissa Collins
Michael Lambeth
Nicole Otto
Robert Jordan

Satish Malhotra
Stacey Shively
Stephanie Lind
Tasha Grinnell
Thomas Happ
Timothy Flynn
Wendi Sturgis

7. Secured Lenders as of Petition Date

Amer Money Mgmt Corp
Arbour Lane Capital Mgmt Lp
Cohanzick Mgt LLC
Glendon Cap Mgmt L.P.
LCM Asset Management LLC
Loomis Sayles And Co LP
MJX Asset Mgmt LLC
Nassau Global Credit LLC
Park Ave Inst Advisers LLC

Golub Capital LLC
Guardian Investor Services LLC
JP Morgan Chase & Co.
JPMorgan Bk Branch
Tikehau Cap North Amer LLC
Wells Fargo
Z Capital Credit Partners, LLC
ZAIS Group LLC

8. Lienholders

JPMorgan Chase Bank, N.A. as Collateral Agent
Wells Fargo Bank, N.A.
Bank One, Texas, NA as Agent
Summit Funding Group, Inc.

Everbank Commercial Finance, Inc.
Susquehanna Commercial Finance, Inc.
MB Financial Bank, N.A.

9. Contract Counterparties³

Aberdeen Plastics, Inc.
Adobe Systems, Inc.
Balkan Express, LLC
Bigso AB
California Pak International, Inc.
Caraway Home, Inc.
Caspari
Design Ideas
Design Ideas- mesh
DJS International Services, Inc.
Echo Global Logistics, Inc.
EISHO Co., Ltd.
Euro Style, Inc.
Fuzhou Jinqingyun Import and Export Co. LTD
Google, Inc.

Havenly CZ, LLC
I&I Services, LLC
Insight Direct USA, Inc.
Interdesign, Inc.
Interface Security Systems LLC
Intermetro Industries Corporation
Iris USA, Inc.
L and F Plastics Co., Ltd
MALZINE CO., LTD
Manhattan Associates, Inc.
Mark IV Transportation & Logistics
Modulus, Inc.
NB Global Imports
Ningbo Deli Imp.& Exp. Co., LTD.
Ningbo Vacane Import & Export Co., LTD.

³ Top 50 contract counterparties are included here, which accounts for 75% of total spend for the last twelve months.

Penmarc Inspired Spaces, LLC
PMG Worldwide, LLC
Poppin Furniture LLC
Pratt Industries
Progressive International Corp.
Really Useful Boxes, Inc.
Rommel Inc
Salesforce.com, Inc.
Sapient Corporation
Shandong Iida Import and Export Corp.
Simple Human

Sterilite Corporation
Swift Transportation Services, LLC
Tai Mei Acrylic Co., Ltd
Tata Consultancy Services Limited
Tien Thanh Co., Ltd
VRIZE Inc
VSS Transportation Group, Inc.
Whitmor, Inc.
York (Asia) Limited

10. Administrative Agent

JP Morgan Chase

11. Professionals Representing Parties

AlixPartners
BRG
Greenhill

Paul Hastings
Simpson Thacher & Bartlett

12. Top 20 Unsecured Creditors

Ankura Intermediate Holdings, LP
DJS International Services, Inc.
Echo Global Logistics, Inc.
Evergreen Shipping Agency (America) Corp
FC Brands LLC
Fedex
Hulken Inc.
Interdesign, Inc.
Iris USA, Inc.
J&O Plastics Inc

LC Designs Company Limited
Ningbo Vacane Import & Export Co., LTD.
OXO International, Ltd.
Pura Scents, Inc.
Ryan Tax Compliance Services, LLC
Sapient Corporation
Swift Transportation Services, LLC
Test-Rite Intl Co., Ltd.
Transcon Shipping Co., Inc.
York (Asia) Limited

13. Major Suppliers, Vendors, and Other Parties

625 Ownership, LLC
Aberdeen Plastics, Inc.
AlixPartners, LLP
AMEX Travel Related Services Company, Inc
California Pak International, Inc.
Chestnut Hill Shopping Center LLC
Chubb
Cigna Health and Life Insurance Company
Closet Works LLC
Design Ideas- mesh
DJS International Services, Inc.
Echo Global Logistics, Inc.

Elfa - Sweden
Engie Insight Services Inc.
Evergreen Shipping Agency (America) Corp
Fedex
Fidelity Investments
FTI Consulting, Inc
Havenly CZ, LLC
I&I Services, LLC
Insight Direct USA, Inc.
Interdesign, Inc.
Intermetro Industries Corporation
Iris USA, Inc.

JP Morgan Chase
L AND F Plastics Co., Ltd
Latham & Watkins LLP
LC Designs Company Limited
MALZINE CO., LTD
Marsh and McLennan Agency LLC
Meta Platforms, Inc.
Ningbo Vacane Import & Export Co., LTD.
Oracle America Inc
OXO International, Ltd.
Penmarc Inspired Spaces, LLC
PMG Worldwide, LLC
Poppin Furniture LLC
Pratt Industries
PRISA LHC, LLC
Prologis, L.P. dba Duke Secured Financing

Regency Centers, LP
Rommel Inc
Ryan Tax Compliance Services, LLC
Sapient Corporation
Schwarz Paper Company, LLC
Simple Human
Swift Transportation Services, LLC
Tai Mei Acrylic Co., Ltd
Transcon Shipping Co., Inc.
UKG Inc.
United HealthCare Services, Inc.
Whitmor, Inc.
XPO Logistics, LLC
York (Asia) Limited
YOSHIKAWAKUNI PLASTICS IND LTD

14. Third Party Administrators

CapFinancial Partners
Cigna Life Insurance Company of New York
Concur Technologies, Inc.
Fidelity Brokerage Services LLC
Fidelity Management Trust Company
Hooray Health
Life Insurance Company of North America
Marsh McLellan Agency

New York Life Insurance Company
O.C. Tanner Company
RxBenefits, Inc.
Stealth Partner Group, an Am Wins Company
UKG Inc.
UnitedHealthcare
Wex Inc.

15. Significant Customers

Marriott
GMH Communities
Towneplace
The Home Edit
Suffolk Construction
Willow Bridge
Crescent Heights
MAA
Related Companies
Fairfield Properties
Graceful Spaces Organizing
Bozzuto
Shelby Cornett
Imt Residential
Katia Basley
Carmel Partner
Builtrite
Convexity
Stasia Steele
Ashley Stewart

Paramount Construction
Jenny Dietsch
TMC
Winthrop
Quadrangle Development
Kat Pettey
Two Coast Living
Rajesh Agarwala
Debra Miley
Jen Rob
Lonicera Partners
Aria Development
A Fresh Space Shopping
Tishman Speyer
Larisa Bright
Organized Nest
Akelius
Abby Kahn
Oht Partners
HC Pody

Becky Marple
Jessica Harroz
Alex Lane

Lauren Pitts
Tracy Bowers

16. Debtors' Banks

Bank of America
Citibank, N.A.
Cornerstone National Bank & Trust Company

JP Morgan Chase Bank, N.A.
Wells Fargo Bank, N.A.

17. Insurers and Insurance Agents

ACE American Insurance Company
ACE Fire Underwriters Insurance Co.
AIG Specialty Insurance Co.
Allied World Assurance Co (U.S.) Inc.
American International Group, Inc
Applied Financial Lines
Berkshire Hathaway Specialty Insurance
Company
CFC Underwriting Limited (Lloyds of London)
Crum & Forster Specialty Insurance Co
Endurance American Insurance Company
Endurance Assurance Corporation
Federal Insurance Company
Great American Insurance Co.
Hartford Fire Insurance Company
Hartford Insurance of the Midwest
Hudson Insurance Group

Indemnity Insurance Co. of North America
Lloyd's Insurance Company
Lloyd's Syndicate 3623 (Beazley)
Marsh McLellan Agency
National Union Fire Insurance Company of
Pittsburgh, PA
Navigators Insurance Company
Ohio Bureau of Workers' Compensation
Palomar Excess and Surplus Insurance Company
Selective Insurance Co. of New York
Selective Insurance Co. Of the Southeast
The Continental Insurance Company
Travelers Property Casualty Co.
Woodruff Sawyer
XL Insurance America, Inc.

18. Surety Bond Issuers & Beneciaries

Memphis Light, Gas and Water Division
Southern California Edison Company
Entergy Arkansas, Inc.
Florida Power & Light Company
Sacramento Municipal Utility District
Long Island Lighting Company d/b/a Lipa
Nevada State of
Columbia Gas
conEdison
Baltimore Gas & Electric Company
Delmarva Power and Light Company
Potomac Electric Power Company
Arizona Public Service Company

Southwest Gas Corporation
Progress Energy Carolinas, Inc.
Nevada Power Company DBA NV Energy
Rhode Island, State of
PECO Energy Company
Georgia Power Company
Orlando Utilities Commission
Florida Power and Light
Tampa Electric Company
Arch Insurance Company
Travelers-Travelers Casualty and Surety
Company

19. Letters of Credit Issuers & Beneficiaries

American Alternative Insurance Corporation
C/O Roanoke Insurance Group Inc.
American Express Travel Related Services
Company, Inc C/O Global Corporate Payments
US
Caspari, Inc
Design Ideas, Ltd
Dynegy Energy Services LLC
Evriholder Prodcuts LLC

Federal Insurance Company
JPMorgan Chase Bank, N.A. Regent Holding
Company, LLC
Travelers Casualty and Surety Company of
America
TXU Energy Receivables Company LLC
AAIC C/O Roanoke Insurance Group

20. Taxing and Other Governmental Authorities

Alabama Department of Revenue
Alaska Remote Seller Sales Tax Commission
Anne Arundel County Government
Arizona Department of Revenue
Arkansas Department of Finance and Admin
Arkansas Secretary of State
Arlington County Treasurer's Office
Bernalillo County Treasurer
Beth Ford, Pima County Treasurer
Bexar County
Borough of Paramus
Broward County, Florida
CA State Board of Equilization
Ca. Franchise Tax Board
Ca. State Board Of Equalization
City of Albuquerque
City of Alpharetta
City of Atlanta
City of Bellevue
City of Brentwood
City of Centennial
City Of Costa Mesa
City of Cranston
City of Dunwoody
City of El Segundo
City of Germantown
City of Glendale
City Of Glendale (AZ)
City of Hallandale Beach
City of Little Rock
City of Lone Tree
City of Longmont
City of Los Angeles, The
City of Newton
City of Novi
City of Orlando
City of Oxnard

City of Palm Beach Gardens
City of Palo Alto
City of Peabody
City of San Jose
City of San Mateo, CA
City of Tampa
City of Thosand Oaks
City of Troy
City of Tualatin
City of Tucson
City of Tukwila
City of Walnut Creek
City of Wauwatosa
City Treasurer-San Diego
Clark County
Clark County Assessor
Clear Creek I.S.D. Tax Office
Clerk of Circuit Court
Clerk of the Court
Collin Country, Tax Assessor Collector
(McKinney)
Colorado Department Of Revenue
Commonwealth of Massachusetts
Connecticut Dept. of Revenue
Contra Costa County Tax Collector
County Of Fairfax
County of Henrico
County of Nassau
County of Palm Beach
Cypress-Fairbanks ISD
Davidson County, Metropolitan Trustee
(Nashville)
DC Treasurer/DC Office of Tax and Revenue
DC Treasurser/DC Office of Tax and Revenue
DeKalb County Tax Commissioner
Delaware Division of Revenue
Douglas County Treasurer (NE)

DPH/Weights and Measures
 DSHS Hazardous Consumer Products Permits
 El Paso County
 Florida Department of Revenue
 Fulton County Tax Commissioner
 Georgia-Department of Revenue
 Government of the District of Columbia
 Harford County
 Harris County WCID #116
 Harris County, Tax Assessor-Collector
 (Houston)
 Hawaii Department of Taxation
 Hillsborough County Tax Collector
 Idaho State Tax Commission
 Illinois Dept. Of Revenue
 Illinois Secretary of State
 Indiana Department of Revenue
 Indiana Secretary of State
 Iowa Dept. of Revenue
 John R. Ames, Dallas County Tax Assessor-Collector
 Kansas Department of Revenue
 Kansas Secretary of State
 Kentucky State Treasurer
 King County Treasury
 Los Angeles County Tax Collector
 Louisiana Department of Revenue
 Maine State Treasurer
 Maricopa County Treasurer
 Marin County Tax Collector
 Marion County Treasurer
 Maryland Comptroller/Treasury
 Massachusetts Department of Revenue
 Mecklenburg County Tax Collector
 Miami Dade County Tax Collector
 Michigan Dept. of Treasury
 Minnesota Department of Revenue
 Mississippi Department of Revenue
 Missouri Department of Revenue
 Missouri Director of Revenue
 Missouri Secretary of State
 Montgomery County Maryland
 Nebraska Dept. of Revenue
 Nevada Department of Taxation
 New Hampshire Department of Revenue
 New Mexico Secretary of State
 New York City Department of Finance
 New York State Corporation Tax
 New York State Sales Tax
 NM Taxation and Revenue Department
 North Carolina Department of Revenue

North Carolina Secretary of State
 North Dakota State Tax Commissioner
 North Hills School District Tax Office
 Oklahoma County Treasurer
 Oklahoma Secretary of State
 Oklahoma Tax Commission
 Orange County Tax Collector
 Orange County, FL Tax Collector
 Oregon Department of Revenue
 PA Department of Revenue
 Regina Morrison Newman, Trustee
 Rhode Island Division of Taxation - Dept #88
 Ryan Tax Compliance Services, LLC
 Sacramento County
 San Diego County, Tax Collector
 San Francisco Tax Collector
 Santa Clara County
 Secretary of State
 South Carolina Dept. of Revenue
 South Dakota Department of Revenue
 St. Louis County Department of Revenue
 State of New Jersey
 State of Rhode Island
 Tax Assessor & Collector / Montgomery County
 Tax Collector, Santa Clara County
 Taxes-Tarrant County (Fort Worth)
 Tennessee Department of Revenue
 Tennessee Secretary of State
 Texas Comptroller of Public Accounts
 Town of Corte Madera
 Town of Natick
 Travis County Tax Collector (Austin)
 Treasurer Arlington County
 Treasurer of State of Ohio
 United States Treasury
 Utah Department of Agriculture & Food
 Utah State Tax Commission
 Ventura County Tax Collector
 Ventura Department of Weights and Measures
 Vermont Department of Taxes
 Village of Northbrook
 Village Of Schaumburg
 Virginia Department Of Taxation
 Virginia State Corporation Commission
 Wake County Revenue Department
 Washington County
 Washington State Department of Revenue
 Washington State Treasurer
 West Virginia State Tax Department
 Westchester Co. Dept of Consumer Protection
 Wisconsin Department of Revenue

Wisconsin Dept of Financial Institutions
Woodlands Metro Center MUD

Wyoming Department of Revenue

21. Landlords

33 Woodlands, LLC (Kamber Mgmnt)
625 Ownership LLC
770 Tamalpais Dr, Inc. (Colliers)
Acadia Realty
Allied Retail Properties
AR Global Investments
Bayer Properties / Wicker Park Capital Mgmnt
BQ 4720 Spruce, LLC (Franklin Street)
Brookfield
Cameron Group Associates, LLLP (First Capital
Property Group)
Caruso
Centercal
Coolidge Paramus, LLC (Samson Mgmt)
Coro Realty
DalSan Properties
Duesenberg-Topanga LLC
Duke Secured Financing
Fair Oaks & Union, LLC (CFT Developments)
Fairbourne
FC Yonkers Associates
Federal Realty
FSLRO 7580 W Bell Glendale, LLC (Lincoln
Properties)
Gilmore Farmers Market
Hines
Hurd Development
ICRE REIT Holdings dba Hawthorne Plaza,
LLC
Inland Commercial Real Estate Services
JH Snyder & Company
Kemper Development
Kimco
Kite Realty
Lerner
Levine Investments (Western Retail Advisors -
broker)
Lincoln Property Company
LRC Realty

Macerich
Metro Pointe Retail Assoc II
MRW Retail, LLC
National Retail Properties, LP
North American Properties
North American Real Estate
Pace Properties
PGIM Real Estate
Ponte Gadea (Cushman & Wakefield)
PR/MRPI Eastgate C, LLC
PREIT
Prepp
Principal Life Ins. Co - 431110 (Mid-America)
Rappaport Management Company
Regency Centers
Saber Livingston, LLC (Saber Fund)
Schlosser Development
Selig Investments
Simon Properties
Site Centers
Smithco Champions, LP
Steiner + Associates
Stuart Frankel Development
SyWest Development
Taubman
The Hayman Cmpany
The Village at Gulfstream Park, LLC
TIAA
Town & County SC, LLC
TREA 3010 Bridgepointe Parkway LLC
Tuscan South Village, LLC
URW/Westfield
UWS Post Oak, LLC
Washington Prime
West Windsor Plaza Associates, LLC / Garden
Homes Development
Woolbright Development, Inc.
WS Development

22. Litigation Counterparties

Anika Menor
Anne Heitiing

Anne K Franklin
Cindy Fassler

Daniel Bang
 Danielle Diallo
 Ecological Alliance, LLC
 Ema Bell
 Gabriel Espinoza
 GCE Internaional, Inc.
 Gen Harper
 Gravel Rating Systems LLC
 Hayley Blair Williky
 JoAnne Strucker
 John Fralish
 Liliana Gibbs
 Lisa Cantwell

Lisa Irving
 Mark Cadigan
 Michael Levine
 Migel Elias Urban Sr.
 Mika Pyyhkala
 National Federation of the Blind
 Rachel Frasca
 Rashad Trevor Samuels
 Rashon Hayes
 Robert Conohan
 Susan Levine
 Yudi Hernandez

23. Counsel to Litigation Counterparties

Adam B. Reed & Associates
 Adams & Associates, P.A.
 Commercial Litigation Branch U.S. Department
 of Justice
 Custodio & Dubey LLP
 Darr Law LLC
 Devlin Law Firm LLC
 EEOC-Dallas
 Glenn Agre Bergman & Fuentes LLP
 Hill, Farrer & Burrill LLP
 Kardell Law Group
 Law Office of Jana Eisinger, PLLC
 Law Offices Brodsky Smith
 Law Offices of Dan A. Atkerson
 Lawyers for JUSTICE, PC
 Maryland Occupational Safety & Health
 Mendez Law Offices

New York State Department of Labor
 Office of Chief Counsel U.S. Customs & Border
 Protection
 Office of the General Counsel Office of the U.S.
 Trade Representative
 PA Human Relations Commission
 Ruberto, Israel & Weiner,P.C.
 Sills Cummis & Gross
 State of Delaware Department of Labor Division
 of Industrial Affairs
 Office of Anti-Discrimination
 Stein Saks PLLC
 Tauler Smith LLP
 Tre Legal Practice, LLC
 Whistleblower Protection Program, U.S.
 Department of Labor OSHA
 Wilshire Law Firm

24. Utilities

APS
 BGE
 CenturyLink Summary
 Charter Communications
 City of Austin, TX
 City of Coppell, TX
 City of Palo Alto Utilities, CA
 Con Edison
 Con Edison
 Constellation NewEnergy
 Direct Energy
 Dominion VA/NC Power
 DTE Energy
 Evergy KS MO Metro MO West

Eversource Energy
 FPL - Florida Power & Light Company
 Georgia Power
 Level 3 Communications LLC
 Nashville Electric Service
 NV Energy/30150 South Nevada
 Orlando Utilities Commission
 Pacific Gas & Electric
 Pasadena Water and Power
 PEPCO (Potomac Electric Power Company)
 PSEGLI
 Puget Sound Energy
 Rhode Island Energy
 San Diego Gas & Electric

Southern California Edison
Teco Tampa Electric Company
Tucson Electric Power Company

TXU Energy
Xcel Energy

25. Other Significant Parties

Acquiom Agency Services LLC
Beyond, Inc.
Eclipse Business Capital LLC
Equini Trust Company, LLC

Jefferies Capital Services, LLC
Riemer & Braunstein LLP
Seaport Loan Products LLC

26. United States Bankruptcy Judges for the Southern District of Texas (and Key Staff Members)

Aaron Jackson
Akeita House
Judge Alfredo R. Perez
Ana Castro
Jeannie Chavez
Judge Christopher M. Lopez
Judge Eduardo V. Rodriguez
Judge Jeffrey P. Norman

Judge Marvin Isgur
Rosario Saldana
Shannon Holden
Sierra Thomas-Anderson
Tracy Conrad
Tyler Laws
Zilde Martinez

27. United States Trustee for the Southern District of Texas (and Key Staff Members)

Alethea Caluza
Alicia Barcomb
Alina Samko-Yu
Andrew Jimenez
Christopher R. Travis
Christy Simmons
Glenn Otto
Gwen Smith
Ha Nguyen
Hector Duran
Ivette Gerhard

Jana Whitworth
Jayson B. Ruff
Kevin M. Epstein
Linda Motton
Luci Johnson-Davis
Millie Aponte Sall
Rajalakshmi Krishnan
Samantha Chilton
Susan B. Hersh
Vianey Garza
Yasmine Rivera

Schedule 2**Client Match List**

Matched Entity	Relationship to Debtors	Relationship to L&W¹
Ankura Intermediate Holdings, LP	Debtors' Restructuring and Other Significant Professionals	Current Client
Ernst & Young LLP	Debtors' Restructuring and Other Significant Professionals	Former Client and Current Client
FTI Consulting	Debtors' Restructuring and Other Significant Professionals	Former Client and Current Client
Houlihan Lokey	Debtors' Restructuring and Other Significant Professionals	Current Client
PwC US Tax LLP	Debtors' Restructuring and Other Significant Professionals	Current Client
Green Equity Investors V, L.P. (Leonard Green Partners, L.P.)	Major Equity Holders	Current Client
Green Equity Investors Side V (Leonard Green Partners, L.P.)	Major Equity Holders	Current Client
Timothy Flynn	Current and Former Officers and Directors (Up to 3 Years)	Current Client
Cohanzick Mgt LLC	Secured Lenders as of Petition Date	Former Client
Glendon Cap Mgmt L.P.	Secured Lenders as of Petition Date	Current Client
LCM Asset Management LLC	Secured Lenders as of Petition Date	Current Client
Nassau Global Credit LLC	Secured Lenders as of Petition Date	Former Client and Current Client
Golub Capital LLC	Secured Lenders as of Petition Date	Former Client and Current Client
Guardian Investor Services LLC	Secured Lenders as of Petition Date	Former Client
JP Morgan Chase & Co.	Secured Lenders as of Petition Date	Former Client and Current Client
Tikehau Cap North Amer LLC	Secured Lenders as of Petition Date	Current Client
Wells Fargo	Secured Lenders as of Petition Date	Former Client and Current Client
Z Capital Credit Partners, LLC	Secured Lenders as of Petition Date	Former Client
Adobe Systems, Inc	Contract Counterparties	Current Client
Google, Inc.	Contract Counterparties	Former Client and Current Client

¹ The term “Current Client” refers to an entity listed as a client in L&W’s Client Database for whom time has been recorded in the past 12 months and L&W has at least one open matter. The term “Former Client” refers to an entity listed as a client in L&W’s Client Database for whom time has been recorded in the past three years. L&W does not disclose connections if time was recorded more than three years before the Petition Date.

Matched Entity	Relationship to Debtors	Relationship to L&W¹
Salesforce.com, Inc.	Contract Counterparties	Former Client
Swift Transportation Services, LLC	Contract Counterparties	Current Client
Tata Consultancy Services Limited	Contract Counterparties	Former Client
AlixPartners	Professionals Representing Parties	Current Client
Ankura Intermediate Holdings, LP	Top 20 Unsecured Creditors	Current Client
Regency Centers, LP	Top 20 Unsecured Creditors	Current Client
AlixPartners, LLP	Major Suppliers, Vendors, and Other Parties	Current Client
AMEX Travel Related Services Company, Inc	Major Suppliers, Vendors, and Other Parties	Current Client
Closet Works LLC	Major Suppliers, Vendors, and Other Parties	Former Client
Fidelity Investments	Major Suppliers, Vendors, and Other Parties	Current Client
FTI Consulting, Inc	Major Suppliers, Vendors, and Other Parties	Former Client and Current Client
Insight Direct USA, Inc.	Major Suppliers, Vendors, and Other Parties	Former Client
JP Morgan Chase	Major Suppliers, Vendors, and Other Parties	Former Client and Current Client
Meta Platforms, Inc.	Major Suppliers, Vendors, and Other Parties	Former Client and Current Client
Oracle America Inc	Major Suppliers, Vendors, and Other Parties	Former Client and Current Client
OXO International, Ltd.	Major Suppliers, Vendors, and Other Parties	Former Client
Regency Centers, LP	Major Suppliers, Vendors, and Other Parties	Current Client
United HealthCare Services, Inc.	Major Suppliers, Vendors, and Other Parties	Former Client and Current Client
Fidelity Brokerage Services LLC	Third Party Administrators	Current Client
Fidelity Management Trust Company	Third Party Administrators	Current Client
New York Life Insurance Company	Third Party Administrators	Former Client
O.C. Tanner Company	Third Party Administrators	Current Client
UKG Inc	Third Party Administrators	Former Client and Current Client

Matched Entity	Relationship to Debtors	Relationship to L&W¹
UnitedHealthcare	Third Party Administrators	Former Client and Current Client
Wex Inc.	Third Party Administrators	Former Client and Current Client
Marriott	Significant Customers	Former Client and Current Client
Crescent Heights	Significant Customers	Current Client
MAA	Significant Customers	Current Client
Tishman Speyer	Significant Customers	Former Client
Citibank, N.A.	Debtors' Banks	Former Client and Current Client
American International Group, Inc	Insurers and Insurance Agents	Former Client and Current Client
Berkshire Hathaway Specialty Insurance Company	Insurers and Insurance Agents	Former Client.
CFC Underwriting Limited (Lloyds of London)	Insurers and Insurance Agents	Current Client
Hartford Fire Insurance Company	Insurers and Insurance Agents	Former Client
Palomar Excess and Surplus Insurance Company	Insurers and Insurance Agents	Current Client
The Continental Insurance Company	Insurers and Insurance Agents	Current Client
XL Insurance America, Inc.	Insurers and Insurance Agents	Current Client
conEdison	Surety Bond Issuers & Beneficiaries	Current Client
Arizona Public Service Company	Surety Bond Issuers & Beneficiaries	Former Client
American Express Travel Related Services Company, Inc C/O Global Corporate Payments US	Letters of Credit Issuers & Beneficiaries	Current Client
Dynegy Energy Services LLC	Letters of Credit Issuers & Beneficiaries	Former Client and Current Client
TXU Energy Receivables Company LLC	Letters of Credit Issuers & Beneficiaries	Current Client
City of San Jose	Taxing and Other Governmental Authorities	Former Client
Commonwealth of Massachusetts	Taxing and Other Governmental Authorities	Former Client
King County Treasury	Taxing and Other Governmental Authorities	Former Client

Matched Entity	Relationship to Debtors	Relationship to L&W¹
Brookfield	Landlords	Former Client and Current Client
Caruso	Landlords	Current Client
Kimco	Landlords	Current Client
PGIM Real Estate	Landlords	Former Client and Current Client
Principal Life Ins. Co - 431110 (Mid-America)	Landlords	Former Client
Regency Centers	Landlords	Current Client
Selig Investments	Landlords	Current Client
Simon Properties	Landlords	Current Client
Taubman	Landlords	Current Client
TIAA	Landlords	Former Client and Current Client
URW/Westfield	Landlords	Former Client and Current Client
Lawyers for JUSTICE, PC	Counsel to Litigation Counterparties	Current Client
APS	Utilities	Current Client.
CenturyLink Summary	Utilities	Former Client and Current Client
Charter Communications	Utilities	Former Client and Current Client
Con Edison	Utilities	Current Client
Dominion VA/NC Power	Utilities	Former Client
DTE Energy	Utilities	Current Client
Level 3 Communications LLC	Utilities	Former Client
Pacific Gas & Electric	Utilities	Current Client
Puget Sound Energy	Utilities	Former Client
Rhode Island Energy	Utilities	Former Client and Current Client
San Diego Gas & Electric	Utilities	Current Client
TXU Energy	Utilities	Current Client

Matched Entity	Relationship to Debtors	Relationship to L&W¹
Xcel Energy	Utilities	Former Client
Acquiom Agency Services LLC	Other Significant Parties	Former Client
Beyond, Inc	Other Significant Parties	Current Client
Equini Trust Company, LLC	Other Significant Parties	Former Client
Eclipse Business Capital LLC	Other Significant Parties	Former Client
Jefferies Capital Services, LLC	Other Significant Parties	Former Client and Current Client

Exhibit 2

Retention Declaration

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

	X	
	:	
In re:	:	Chapter 11
	:	
THE CONTAINER STORE GROUP, INC., <i>et al.</i> ,	:	Case No. 24-90627 (ARP)
	:	
Debtors. ¹	:	(Jointly Administered)
	:	
	:	
	:	
	X	

**DECLARATION OF TASHA GRINNELL IN SUPPORT OF
DEBTORS' APPLICATION FOR ENTRY OF AN ORDER (A) AUTHORIZING
EMPLOYMENT AND RETENTION OF LATHAM & WATKINS LLP
AS BANKRUPTCY COUNSEL AND (B) GRANTING RELATED RELIEF**

I, Tasha Grinnell, declare as follows:

1. I am the Chief Legal Officer of The Container Store Group, Inc. ("**TCSG**" and, together with its above-captioned affiliates as debtors and debtors in possession, the "***Debtors***") and am duly authorized to execute this declaration (the "***Declaration***") on behalf of the Debtors. I am familiar with the matters set forth herein and, if called as a witness, I could and would testify thereto.²
2. I make this declaration (the "***Retention Declaration***") in support of the *Debtors'* *Application for Entry of an Order (A) Authorizing the Employment and Retention of Latham &*

¹ The Debtors in these cases, together with the last four digits of each Debtor's taxpayer identification number, are: The Container Store Group, Inc. (5401); The Container Store, Inc. (6981); C Studio Manufacturing Inc. (4763); C Studio Manufacturing LLC (5770); and TCS Gift Card Services, LLC (7975). The Debtors' mailing address is 500 Freeport Parkway, Coppell, TX 75019.

² Certain of the disclosures herein relate to matters within the personal knowledge of other professionals at Latham & Watkins LLP and are based on information provided by them. Unless otherwise stated, all matters set forth in this Declaration are based on my personal knowledge, my review of the relevant documents, information supplied to me by others, or my views, which are based on, among other things, my experience and knowledge of the Debtors' business and financial condition.

Watkins LLP as Bankruptcy Counsel and (B) Granting Related Relief (the “***Application***”),³ pursuant to sections 327(a) and 328(a) of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016, and Bankruptcy Local Rules 2014-1 and 2016-1 .

THE DEBTORS’ SELECTION OF COUNSEL

3. I understand that the Debtors recognize that a thorough review process is necessary when selecting and managing chapter 11 counsel to ensure that bankruptcy professionals are subject to the same client-driven market forces, scrutiny, and accountability as professionals in non-bankruptcy engagements. The Debtors recognize that a review process is necessary when selecting and managing chapter 11 counsel to ensure that bankruptcy professionals are subject to the same client-driven market forces, scrutiny, and accountability as professionals in non-bankruptcy engagements. The Debtors retained L&W to serve as their attorneys in the chapter 11 cases given their past work and experience working with L&W as outside counsel since 2007 and the efficiencies expected given that relationship. Furthermore, considering L&W’s familiarity with the Debtors and their capital structure as well as their extensive experience with and knowledge of chapter 11 proceedings, I supported the Debtors’ retention of L&W as restructuring counsel. Since that time, L&W has advised the Debtors with respect to various restructuring and contingency planning issues, including both potential in-court and out-of-court strategies. As a result, L&W has become familiar with the Debtors’ businesses and capital structure, and many of the legal issues that may arise in the context of the chapter 11 cases. For this reason, as well as L&W’s extensive experience in corporate reorganizations, I believe that L&W is both well-

³ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Application.

qualified and uniquely able to represent the Debtors in the chapter 11 cases. Thus, the Debtors decided to continue to retain L&W as the Debtors' bankruptcy counsel during the chapter 11 cases.

4. In November 2024, the Debtors amended their existing engagement agreement to retain L&W to assist with certain restructuring matters and to provide general advice regarding strategic alternatives to address the Debtors' liquidity issues. L&W has advised the Debtors with respect to various restructuring and contingency planning issues, including preparing the Debtors for the chapter 11 cases.

5. Accordingly, I believe that L&W has become uniquely familiar with the Debtors' historical operations and products, the Debtors' current business affairs, and many of the potential legal issues that might arise in the context of the chapter 11 cases, and the prospects for a successful resolution of the chapter 11 cases. I believe that for this reason, as well as L&W's extensive experience in corporate reorganizations, both out-of-court and under chapter 11 of the Bankruptcy Code, L&W is both well qualified and uniquely able to represent the Debtors in the chapter 11 cases. Thus, the Debtors decided to continue to retain L&W as the Debtors' bankruptcy counsel during the chapter 11 cases.

PROFESSIONAL COMPENSATION

6. In my capacity as Chief Legal Officer, I am involved in the Debtors' supervision of certain outside professional services firms, including the professionals proposed to be retained in the chapter 11 cases.

7. Prior to the engagement of L&W, L&W and management of the Debtors discussed L&W's standard billing rates and the material terms of the engagement. I understand based on the Debtors' prior evaluation of other law firms prior to retaining L&W, that L&W's rates and terms are comparable to those of other comparably skilled professionals. L&W has informed the Debtors

that its rates for bankruptcy representations are comparable to the rates it charges for non-bankruptcy representations.

8. I am responsible for reviewing the invoices to be submitted by L&W in the chapter 11 cases, and can confirm that the rates L&W charged the Debtors in the prepetition period are consistent with the rates L&W will charge the Debtors in the postpetition period.

COST SUPERVISION

9. The Debtors recognize that it is their responsibility to monitor closely the billing practices of their counsel to ensure the fees and expenses paid by the Debtors' estates remain consistent with the Debtors' expectations and the exigencies of the chapter 11 cases. The Debtors will continue to review invoices that L&W submits during the chapter 11 cases.

[Signature Page Follows]

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

Dated: January 3, 2025

/s/ Tasha Grinnell

Name: Tasha Grinnell

Title: Chief Legal Officer

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

	X	
	:	
In re:	:	Chapter 11
	:	
THE CONTAINER STORE GROUP, INC., <i>et al.</i> ,	:	Case No. 24-90627 (ARP)
	:	
Debtors. ¹	:	(Jointly Administered)
	:	
	:	
	:	
	X	

**ORDER (I) AUTHORIZING THE EMPLOYMENT AND RETENTION
OF LATHAM & WATKINS LLP AS BANKRUPTCY
COUNSEL AND (II) GRANTING RELATED RELIEF**

[Related to Docket No. ____]

Upon the application (the “*Application*”)² of the Debtors for entry of an order pursuant to section 327(a) of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the “*Bankruptcy Code*”), rules 2014 and 2016 of the Federal Rules of Bankruptcy Procedure (the “*Bankruptcy Rules*”), rules 2014-1 and 2016-1 of the Bankruptcy Local Rules for the Southern District of Texas (the “*Bankruptcy Local Rules*”), and the Procedures for Complex Cases in the Southern District of Texas (the “*Complex Case Procedures*”) (a) authorizing the Debtors to employ and retain Latham & Watkins LLP (“*L&W*”) as bankruptcy counsel for the Debtors as of the Petition Date, and (b) granting related relief; and the Court having reviewed the Application, the Dillman Declaration and the Retention Declaration; and the Court having jurisdiction to consider the

¹ The Debtors in these cases, together with the last four digits of each Debtor’s taxpayer identification number, are: The Container Store Group, Inc. (5401); The Container Store, Inc. (6981); C Studio Manufacturing Inc. (4763); C Studio Manufacturing LLC (5770); and TCS Gift Card Services, LLC (7975). The Debtors’ mailing address is 500 Freeport Parkway, Coppell, TX 75019.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Application.

Application and the relief requested therein in accordance with 28 U.S.C. § 1334; and the Court having found that the Application is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and the Court having found that venue of this proceeding and the Application in this district is proper pursuant to 28 U.S.C. § 1408; and the Court being satisfied, based on the representations made in the Application and the Dillman Declaration that L&W is “disinterested” as such term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code, and as required under section 327(a) of the Bankruptcy Code, and that L&W does not hold or represent an interest adverse to the Debtors’ estates; and the Court having reviewed the Application and having heard the statements in support of the relief requested therein at the hearing, if any, before this Court (the “*Hearing*”); and any objections to the Application having been resolved or overruled; and the Court having determined that the relief requested in the Application is in the best interests of the Debtors, their estates, their creditors and other parties in interest; and the Court having found that it may enter a final order consistent with Article III of the United States Constitution; and that the legal and factual bases set forth in the Application having established just cause for the relief granted herein; and it appearing that proper and adequate notice of the Application has been given and that no other or further notice is necessary; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT

1. In accordance with section 327(a) of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016, Bankruptcy Local Rules 2014-1 and 2016-1 and the Complex Case Procedures, the Debtors, as debtors in possession, are authorized to employ and retain L&W as their bankruptcy counsel in accordance with the terms and conditions set forth in the Application and in the 2024 Engagement Letter, *effective as of* the Petition Date.

2. L&W is authorized to provide the Debtors with the professional services described in the Application and the 2024 Engagement Letter.

3. L&W shall file applications for interim and final allowance of compensation and reimbursement of expenses pursuant to the procedures set forth in sections 330 and 331 of the Bankruptcy Code, such Bankruptcy Rules and Bankruptcy Local Rules as may then be applicable, the Complex Case Procedures, and any applicable orders and procedures of the Court. Notwithstanding anything to the contrary in the Application, the Engagement Letter, the Dillman Declaration, or the Retention Declaration, any reimbursement provisions allowing for the reimbursement of fees earned and expenses incurred in connection with defending any objection to L&W's fee applications under the Bankruptcy Code are not approved pending further order of the Court.

4. All billing records filed in support of fee applications shall use an open and searchable LEDES or other electronic data format. Billing records shall use project categories substantially similar to the U.S. Trustee's standard project categories. All billings shall be recorded in increments of 0.1 of an hour.

5. To the extent that L&W uses the services of contract attorneys in these cases, L&W shall pass-through the cost of such contract attorneys to the Debtors at the same rate that L&W pays the contract attorneys. L&W shall not charge a markup to the Debtors with respect to fees billed by contract attorneys who are hired by L&W to provide services to the Debtors. L&W shall ensure that any such contract attorneys are subject to conflict checks and disclosures in accordance with the requirements of the Bankruptcy Code and the Bankruptcy Rules.

6. L&W shall provide ten business-days' notice to the Debtors, and the U.S. Trustee, before any increases in the rates set forth in the Application are implemented, and shall file such

notice with the Court. The U.S. Trustee retains all rights to object to any rate increase on all grounds, including the reasonableness standard set forth in section 330 of the Bankruptcy Code, and the Court retains the right to review any rate increase pursuant to section 330 of the Bankruptcy Code.

7. L&W shall make a reasonable effort to comply with the U.S. Trustee's requests for information and additional disclosures as set forth in the U.S. Trustee Guidelines.

8. L&W is authorized without further order of the Court to apply amounts from the Fee Advance to compensate and reimburse L&W for fees or expenses incurred prior to the Petition Date consistent with its ordinary course billing practice. The remainder of the Fee Advance shall be treated as an evergreen retainer and be held by L&W as security throughout the chapter 11 cases until L&W's fees and expenses are awarded and payable to L&W on a final basis. L&W shall apply any Fee Advance remaining at the time of its final fee application in satisfaction of compensation and reimbursement awarded with respect to such application, and promptly return to the Debtors' estates any Fee Advance remaining after such application (unless otherwise agreed by the Debtors or Reorganized Debtors, as applicable).

9. L&W shall use reasonable efforts to avoid any duplication of services provided by any of the Debtors' other retained professionals in these chapter 11 cases.

10. To the extent any of the Application, the Dillman Declaration, the Retention Declaration, or the 2024 Engagement Letter is inconsistent with this Order, the terms of this Order shall govern.

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

12. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this 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 Order.

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

Signed: _____

UNITED STATES BANKRUPTCY JUDGE

Exhibit A

2024 Engagement Letter

355 South Grand Avenue, Suite 100
Los Angeles, California 90071-1560
Tel: +1.213.485.1234 Fax: +1.213.891.8763
www.lw.com

LATHAM & WATKINS LLP

FIRM / AFFILIATE OFFICES

Austin	Milan
Beijing	Munich
Boston	New York
Brussels	Orange County
Century City	Paris
Chicago	Riyadh
Dubai	San Diego
Düsseldorf	San Francisco
Frankfurt	Seoul
Hamburg	Silicon Valley
Hong Kong	Singapore
Houston	Tel Aviv
London	Tokyo
Los Angeles	Washington, D.C.
Madrid	

November 26, 2024

The Container Store Group, Inc.
500 Freeport Parkway Coppell
Coppell, Texas 75019

Attn: Tasha Grinnell

Re: Amended and Restated Engagement Letter

Dear Tasha:

We are pleased to provide further legal services to The Container Store Group, Inc. (“TCS”). Reference is made to that certain Engagement Letter, dated October 18, 2007, by and between The Container Store, Inc. and Latham (as amended, modified, or supplemented, the “Prior Engagement Letter”). This letter amends and restates the Prior Engagement Letter and, as of the date hereof, supersedes the Prior Engagement Letter in its entirety for all purposes.

I. LEGAL SERVICES.

You have asked us to represent you in connection with certain corporate, finance, and restructuring matters, including litigation matters arising out of or relating to the foregoing.

If we agree to provide additional services beyond those described above, our work will be governed by this letter unless superseded by another written agreement. In each case, before we can agree to provide additional services, we will need to perform a conflicts check and otherwise confirm our ability to provide these services. Our representation is limited to the specific services that we agree to undertake.

II. IDENTITY OF THE CLIENT.

Our clients in these matters will be solely TCS and any of its parent, subsidiary or affiliate entities or constituents identified to us in conjunction with these matters, or any such entity directly or indirectly controlled by TCS as a result of these matters, that we are requested to represent and agree to represent (“the TCS Group Clients”). The TCS Group Clients identified to us to date are TCS, The Container Store, Inc., TCS Gift Card Services, LLC, Elfa International AB, C Studio Manufacturing Inc, Elfa Finland OY, Elfa Deutschland GmbH, Elfa Manufacturing Sweden AB, Elfa Doors AB, C Studio Manufacturing LLC, Elfa Sverige AB, Elfa Danmark A/S, Elfa Manufacturing Poland Sp. Zo.o, Elfa Norge A/S. We do not represent and will not be deemed to have an attorney-client relationship with, nor owe professional duties to, any other of TCS’s current or future parents, subsidiaries, shareholders, members, joint venture partners, employees,

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LATHAM & WATKINS^{LLP}

directors, management venturers or other affiliates or constituents solely on account of our representation of the TCS Group Clients under this engagement letter. This means that we may act adverse to such entities to the same extent as would be permissible if we were not engaged to represent the TCS Group Clients. We are distinguishing between the entities and persons who are and are not our clients so that it is clearly understood to whom our various duties as attorneys are owed. If we subsequently agree to represent any additional clients after performing a conflicts check, the terms in this engagement letter (including, but not limited to terms governing conflicts of interest and arbitration of disputes) will apply to that representation unless we enter into a separate written agreement with such additional clients.

Because of the extraterritorial reach of Anti-Money Laundering laws in certain jurisdictions where Latham practices, we may need to collect identity-verification documentation. We will seek to collect any required documentation from publicly-available sources, but may request documentation directly from you.

We provide information to clients and others about our experience in particular areas. In this context it is helpful to be able to identify particular clients and matters. Of course, we would not publicize your matters in a manner that could harm your interests, and even where a matter is publicly known, we would not publicize it if you ask us not to do so. Otherwise, however, you consent now to our using in our marketing materials (such as pitches, website biographies, representative client lists, league tables, etc.) your name and logo in describing publicly known and non-sensitive matters we have handled for you.

III. ROLES OF ATTORNEY AND CLIENT.

Our responsibilities under this agreement are to provide legal services, and to provide statements to you that clearly state the basis for our fees and charges.

We will not disclose any confidential information of yours to any other client, even where that information might have some bearing on their interests. Likewise, we will not disclose the confidences of any other client to you, even where that information might have some bearing on your interests, and you agree that we are under no obligation to do so.

You agree to keep us informed of developments related to this representation and to pay our statements in a timely manner.

Latham will also check for conflicts of interest on an ongoing basis to ensure we are meeting our ethical obligations. The existence of a conflict depends on the parties involved in a specific matter, and therefore our engagement is contingent upon a formal clearing of conflicts after all interested parties are identified to us. Latham is able to search for conflicts via the firm's conflicts database each time a new party becomes involved, or a new matter begins. To allow us to conduct a conflicts check, you represent that you have identified or will identify to us all persons and entities that are or may become involved in the matters we handle for you, whether affiliated with you or not. We are relying on you to provide us with the names that are potentially relevant to this matter and any future matter in which we are engaged. We cannot identify conflicts in relation to individuals or entities whose names we have not searched.

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Page 3

LATHAM & WATKINS^{LLP}

During the course of this engagement, we may express opinions or beliefs to you about the effectiveness of various courses of action or about the results that might be anticipated. Such statements are expressions of opinion only, and should not be construed as promises or guarantees.

Please also be aware that Latham & Watkins LLP has internal ethics and professional responsibility counsel, who advise Latham attorneys regarding their ethical, professional and legal duties. From time to time, the attorneys working on your matter may consult these lawyers at no cost to you. You acknowledge that any such consultation is protected by Latham's own attorney-client privilege, not subject to discovery, and is property of the firm and is not part of the Client File as defined in Section IV of this letter.

Certain laws (for example, those relating to money laundering and tax fraud) give power to authorities such as the police or tax authorities to inspect client information and take copies of documents. In addition, in specific circumstances, these laws compel us to report information to the authorities even in the absence of a request. It is possible that, at any time, we may be requested by these authorities to provide them with access to documents held by our firm, or to attend interviews with them in connection with the work we have done for you. In the unlikely event that such a situation arises, we shall comply with the request only to the extent that we believe we are bound by law to do so and, insofar as it is practicable, shall notify you of the request or the sharing of information. As part of our service to you, we will do our best to protect your interests in those circumstances. We reserve the right to disclose any information to our professional indemnity insurers, advisers or bankers in connection with the operation of our client account.

IV. CLIENT FILES AND RETENTION.

In the course of your representation, we shall maintain a file in which we may store correspondence, agreements, governmental filings, prospectuses, disclosures, pleadings, deposition transcripts, exhibits, physical evidence, expert reports, other final attorney work product, and other items reasonably necessary to your representation ("Client File"), which shall be and remain your property. Our internal communications, preliminary drafts, notes, and mental impressions ("Latham Materials") shall be and remain our property and shall not be considered part of your Client File. Upon completion of a specific project, your original Client File for that project shall be available to you. We will be entitled to make copies if we choose, and such copies shall be and remain our property. You also agree at the conclusion of the project (whether or not you take possession of the Client File) to take possession of any and all original contracts, wills, stock certificates, and other such important documents that may be in the Client File and we shall have no further responsibility with regard to such documents.

If you do not take possession of the Client File at the conclusion of the project, we will store such file for you for at least seven years. If you do not take possession of the Client File by the conclusion of the seven-year period, you relinquish ownership of it and agree that it shall become our sole property and we may dispose of it. In addition, in the event we are holding files of yours for other matters, you agree that after a seven-year period they shall become our sole property and we may dispose of them. You agree that we may enact and implement reasonable retention policies for Latham Materials and that we also have discretion to destroy such materials.

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LATHAM & WATKINS LLP

We will retain copyright and knowhow in all documents we draft during the course of our work for you, but we grant you a royalty free license to use the documents for your purposes.

V. CONFLICTS OF INTEREST.

While we are representing you in this matter, we will have no other role in this matter for another party without your consent. As with any other client and any other matter, you will have our complete loyalty with respect to this matter.

Prospective Waiver of Conflicts for Unrelated Matters

Latham & Watkins LLP is an international law firm with numerous attorneys and offices in many countries, serving clients in many different areas of law and industries, who may now or in the future operate in the same lines of business as you. It is possible that during the time we are representing you, some of our current or future clients may ask us to represent them in matters in which you are involved as another party. Both our own prudent business conduct, and the interests of our other clients, call for us to seek to retain the ability to accept matters for all of our clients. We would only rely on this prospective waiver for matters where we are confident that we have not obtained any confidential information that would give our other client an advantage in the adverse matter.

By entering into this agreement, you consent in advance to our acceptance of matters adverse to any TCS Group Client (whether such matters are currently pending or arise in the future), provided the matters are not substantially related to any matters we are handling or have handled for you, including the following types of matters:

- Litigation, arbitration, mediation, or any other form of dispute resolution or other controversy matters;
- Transactional matters; and
- Any bankruptcy, regulatory, administrative, legislative or rulemaking proceeding that does not involve litigation directly adverse to any TCS Group Clients.

By entering into this agreement, you consent in advance to such adverse representations. Thus, for example, you agree that we would be able to take on a new representation of a current or future client in a lawsuit in which any TCS Group Client is an adverse party at the same time that we are representing the TCS Group Clients, provided the adverse matter is not substantially related to any matters we are handling or have handled for you. This prospective waiver includes the assertion of any cross-claims or counter-claims adverse to any TCS Group Clients. Under the terms of this prospective waiver, we would also be able to represent a current or future client in a transactional matter across the table from any TCS Group Client at the same time that we are representing the TCS Group Clients, provided the adverse matter is not substantially related to any matters we are handling or have handled for you.

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LATHAM & WATKINS LLP

Waiver for Trees in M&A & Related Matters

You agree that, in a matter where you are, or may be, competing with one or more other bidders or financiers in an M&A matter or related financing, to allow our firm, with separate teams (commonly referred to as “trees”) that do not share information about the related matters (except as may be agreed in respect of any particular subject such as shared regulatory, tax, and antitrust diligence) to represent other competing bidders and financing sources for other bidders. We will not accept an engagement from another client in the situations described above unless we believe that our representation of that other client will not have an adverse effect on the exercise of our independent professional judgment on your behalf in the matters in which we represent you.

Waiver for Unrelated Representation of Counterparties

By entering into this agreement you agree that we may maintain a separate attorney-client relationship, in other matters, with persons or entities who are adverse to you in matters we handle for you (including adversaries in the matters described in this letter), so long as the matters are not substantially related and we may continue any such attorney-client relationships in which we are currently engaged.

You should feel completely free to consult other counsel concerning the contents of this Section V and we encourage you to do so. By signing this letter, you acknowledge that you have had an opportunity to consult with other counsel if you so desire, and provide your informed consent to the adverse representations described above.

VI. RATES, FEES AND CHARGES.

The TCS Group Clients previously delivered to Latham an advance payment retainer, and the TCS Group Clients will maintain an evergreen advance payment retainer of \$750,000. This evergreen advance payment retainer, and all replenishments thereof, will be held by Latham as an advance toward our fees and charges in connection with this letter, but will not be put into a trust, escrow or segregated account. To the extent that the amount of any of Latham’s invoice statements is less than the agreed upon evergreen advance payment retainer, TCS Group Clients will pay Latham, promptly upon its receipt of Latham’s invoice statement, a further payment to bring the evergreen advance payment retainer to the agreed upon amount. To the extent that the amount of Latham’s invoice statement is more than the agreed upon evergreen advance payment retainer, the TCS Group Clients will pay to Latham, promptly upon its receipt of Latham’s invoice statement, the excess amount plus the amount required to replenish the evergreen advance payment retainer. In connection with any potential bankruptcy filing, Latham may request that the amount of the retainer be increased as agreed between the TCS Group Clients and Latham. Any funds that you may deposit with us as an advance towards our fees and charges will be treated as property of the firm. Any unused portion of such advance after our services are concluded will be returned to you.

Our fees are based primarily on the amount of time spent by our lawyers, paralegals and other professionals on your behalf. Each lawyer, paralegal and other professional assigned to this matter will have individual hourly billing rates, and the applicable rate multiplied by the number of hours spent, measured in tenths of an hour, will be the initial basis for determining our fee.

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LATHAM & WATKINS^{LLP}

In general, our attorneys' billing rates will range from \$760 per hour to \$2,745 per hour, depending upon the seniority and expertise of the attorney involved. For paralegal and other professional time, our rates will range from \$235 to \$1,440 per hour.

In addition to fees, you agree to pay for disbursements and other charges. These will include such items as photocopying and scanning documents (black and white \$0.15 per page; color \$0.75 per page); at-cost expense for large-volume print jobs over 100 pages when formatted in Word or Adobe Acrobat applications; long-distance and roaming mobile phone charges; use of fee-based research databases (90% of the third-party vendor rate or 1.25 times our volume-discounted cost depending on vendor); couriers and air freight (1.10 times our volume-discounted cost); messengers (at third-party vendor rate); client-specific work by staff; staff overtime and meals (as defined by federal or local law); transportation (where dictated by safety reasons, and which may include a transaction fee); word processing; postage, at cost; supplies (for large volume only); and other reasonable costs and expenses. For disbursements over \$1,500, we may ask that billings be sent directly to you or that advances be provided.

In the event we are compelled to testify or respond to a subpoena or other legal process in relation to a matter we have handled for you, you agree that we are entitled to be reimbursed for our time in doing so at our then-current rate, and for our expenses reasonably incurred, even if our attorney-client relationship with you is terminated at that time.

When our personnel travel, we generally utilize business class for international flights. Through a third-party travel management company, in-house travel services are provided for our U.S. offices. A ticketing fee of \$30 will be charged for fares up to \$300, and \$75 will be charged for fares over \$300. There are no additional charges for changes to reservations or for reimbursement of unused tickets. Our personnel bill for travel time, but if they work on another matter while traveling for you, you will not be billed for that time.

We intend to provide statements to you on a monthly basis. They will show our time logged in tenth-of-an-hour increments and will separate fees from disbursements and other charges. Payment of our statements is due promptly upon receipt. Our rates are based on our receiving payment within thirty (30) days. Should these matters involve an immediate or expected bankruptcy filing, however, we may provide invoice statements on a more frequent basis for immediate payment upon the receipt of our invoices.

We may choose to terminate our relationship with you, subject to any applicable ethics rules, in the event that our fees are not paid in accordance with the terms of this engagement letter or other agreement.

Our billing rates and charges are usually revised annually, but we reserve the right to revise them at other times. Following any such revision, our new rates and charges will be applied to your account, and this letter constitutes written notice to you of our right to make such revisions.

Any funds that you deposit with us as an advance against our fees and charges will be treated as property of the firm. Any unused portion of such advance after our services are concluded will be returned to you.

November 26, 2024
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From time to time, you may request estimates of the fees and charges that we anticipate incurring on your behalf. These estimates are subject to unforeseen circumstances and are by their nature inexact. While we may provide estimates for your general planning purposes, such estimates are subordinate to our regular billing procedures, absent an express written agreement to the contrary.

VII. DATA PROTECTION & COMMERCIAL COMMUNICATIONS BY EMAIL.

In order to provide legal services and maintain our business relationship, the firm may use personal information about you and other individuals at your organization. Details of how we use this information are set out in our Client and Third Party Privacy Notice which can be found on our website at www.lw.com/privacy.

To the extent that you share with us information about California residents that comprises “personal information” for purposes of the California Consumer Privacy Act and implementing regulations (“CCPA”) in connection with our provision of services covered by this letter, and neither §§ 1798.140(ad)(2) nor §§ 1798.145(c)-(e) of the CCPA apply, we shall be a service provider and only collect, retain, use and disclose such information for the purpose of providing the services covered by this letter, or as otherwise permitted by the CCPA. To the extent this paragraph applies, you will provide notice to such California individuals that you may disclose such information to service providers such as Latham & Watkins LLP.

We have made a commitment through our Binding Corporate Rules to apply a consistent standard across the firm when collecting, using and managing personal information. If you have any questions about how we use your personal information or wish to exercise your rights, please contact the Global Data Protection Officer at DataPrivacy@lw.com.

We constantly attempt to improve our service, and monitor developments in the law and practice. Periodically we may send information about this, including brochures and press releases and invitations to seminars or talks, if we believe that they may be of interest to you. You agree that we may send information of this kind by email to you and others at your organization with whom we have contact. You can opt out at any time.

VIII. ARBITRATION OF DISPUTES.

Any controversy or claim, whether in tort, contract or otherwise, arising out of or relating to the relationship between any TCS Group Clients, its affiliates or successors (the “Client Arbitration Parties”) and Latham & Watkins LLP, its affiliated partnerships, attorneys or staff or any of their successors (the “Latham Arbitration Parties”) or the services provided or the fees charged by the Latham Arbitration Parties pursuant to this engagement letter or otherwise to the Client Arbitration Parties shall be finally resolved by arbitration in accordance with the International Institute for Conflict Prevention and Resolution Rules for Non-Administered Arbitration (“CPR Rules”). By agreeing to arbitrate, the parties are agreeing to waive their right to a jury trial. This arbitration clause and any arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq. The seat of the arbitration shall be New York, New York, but any hearings may be held in, and to the extent state law is applicable the arbitrators shall apply the

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substantive law of, the state in which the Latham & Watkins office is located whose attorneys spent the most amount of time on the matter in dispute. Any issue concerning the location of the arbitration, the extent to which any dispute is subject to arbitration, or the applicability, interpretation, or enforceability of this agreement shall be resolved by all of the arbitrators. All aspects of the arbitration shall be treated as confidential, and neither the parties nor the arbitrators may disclose the existence, content or results of the arbitration, except as necessary to comply with insurance, legal or regulatory requirements. Any party that discloses any information about the arbitration under the preceding sentence, or makes any filing in any court related to a dispute covered by this clause, shall take all lawful steps to ensure confidential treatment, including without limitation filing under seal.

Under California law, you have a right to arbitrate disputes regarding fees, charges and costs as set forth under the California Mandatory Fee Arbitration Act (“MFAA”). Information about your right to arbitration under the MFAA, as well as the California Mandatory Fee Arbitration Rules, can be found on the State Bar of California’s Mandatory Fee Arbitration Program website, <http://www.calbar.ca.gov/Attorneys/MemberServices/FeeArbitration.aspx>.

IX. LIMITED LIABILITY PARTNERSHIP.

Latham & Watkins LLP is a limited liability partnership (LLP). Similar to the corporate form of business organization, the LLP form generally limits the liability of the individual partners of the firm to the capital they have invested in the firm for claims arising from services performed by the firm. Our form of organization as an LLP will not diminish the ability to recover damages from the firm or from any individuals who directly caused the loss.

Because of legal requirements in those countries, work done out of our firm’s offices in England, France, Italy, Hong Kong, Japan, and Singapore will be carried out through affiliated partnerships registered locally. Latham & Watkins operates in Israel through a limited liability company, in South Korea as a Foreign Legal Consultant Office, and in Saudi Arabia through a limited liability company. These distinctions will not impact on the provision of legal services by our firm, although invoices may be issued to you through an affiliate.

X. ENTIRE AGREEMENT AND MISCELLANEOUS.

You and we understand that this letter constitutes the entire agreement pertaining to the engagement of Latham & Watkins LLP, and that it shall not be modified by any policies, procedures, guidelines or correspondence from you or your representative unless agreed to in writing by Latham & Watkins LLP, notwithstanding anything we may be required to acknowledge in order to use your electronic billing software now or in the future.

All parties signing this letter represent and warrant that they are fully authorized to enter into this agreement, and in the case of signatories agreeing on behalf of organizations, to bind the organization or organizations to the terms in this letter.

The words “execution,” “execute,” “signed,” “signature,” and words of like import in or related to this Engagement Letter and/or any document to be signed in connection with this

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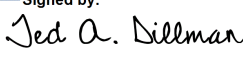
Engagement Letter and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by Latham & Watkins LLP, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

Either party can terminate the attorney-client relationship on this matter by notice to the other party. Otherwise, our relationship with you will be deemed concluded when we have completed our agreed-upon services, except that for the avoidance of doubt, your obligations for fees and charges shall survive. In addition, and without limiting the preceding sentence, in the event we have performed no work on your behalf for six consecutive months, you agree that our attorney-client relationship with you will have been terminated.

XI. APPROVAL AND RETURN OF LETTER.

If this letter meets with your approval, please sign and return the enclosed copy. We look forward to working with you.

Sincerely,

Signed by:

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Ted Dillman

of LATHAM & WATKINS LLP

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Approval of Engagement

TCS, on behalf of itself and the TCS Group Clients, agrees to the terms of the enclosed letter, effective as of the date on which Latham & Watkins LLP first provided services to the TCS Group Clients.

By signing this letter, the TCS Group Clients acknowledge that the TCS Group Clients have been afforded the full opportunity to review it and to seek the advice of independent counsel, and either have in fact consulted with such independent counsel or have chosen not to do so.

If more than one party signs below, each of us agrees to be liable, jointly and severally, for all obligations under this engagement.

BY SIGNING THIS LETTER, THE TCS GROUP CLIENTS AGREE TO HAVE ANY ISSUE ARISING OUT OF OR RELATING TO THE SERVICES OF THE LATHAM ARBITRATION PARTIES (INCLUDING ANY CLAIM FOR PROFESSIONAL LIABILITY) DECIDED IN ARBITRATION AND THE TCS GROUP CLIENTS GIVE UP THEIR RIGHT TO A JURY OR COURT TRIAL AND ACKNOWLEDGE THE ARBITRATION PROVISION IN SECTION VIII ABOVE.

Date: 11/27/2024

By: Tasha Grinnell

Name: Tasha Grinnell

Title: Chief Legal Officer & Secretary