

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

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In re: : Chapter 11
: :
THE CONTAINER STORE GROUP, INC., *et al.*, : Case No. 24-90627 (ARP)
: :
Debtors.¹ : (Jointly Administered)
: :
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**APPLICATION OF DEBTORS TO EMPLOY
AND RETAIN HUNTON ANDREWS KURTH LLP AS BANKRUPTCY
CO-COUNSEL FOR THE DEBTORS AND DEBTORS-IN-POSSESSION**

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 motion 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 motion 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. By this Application, the Debtors seek entry of an order, substantially in the form attached hereto (the “*Order*”), authorizing the employment and retention of Hunton Andrews Kurth LLP (“*Hunton Andrews Kurth*” or the “*Firm*”) as bankruptcy co-counsel to the Debtors. In support of this Application, the Debtors submit the declaration of Timothy A. (“Tad”) Davidson II (the “*Davidson Declaration*”), attached here as **Exhibit A**.

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.



JURISDICTION AND VENUE

2. The United States Bankruptcy Court for the Southern District of Texas (the “***Court***”) has jurisdiction to consider this Application 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.

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

4. The bases for the relief requested herein are sections 327(a) and 330 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

5. On December 22, 2024, (the “***Petition Date***”), the Debtors filed voluntary petitions in the Court commencing cases for relief under chapter 11 of the Bankruptcy Code (the “***Chapter 11 Cases***”). The Debtors continue to manage and operate their businesses as debtors in possession under sections 1107 and 1108 of the Bankruptcy Code. As of the date hereof, no trustee or examiner has been requested, and no committees have been appointed or designated in these Chapter 11 Cases.

6. 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

7. On December 23, 2024, the Court entered an order [Docket No. 36] pursuant to Bankruptcy Rule 1015(b) ordering joint administration of these Chapter 11 Cases and for consolidation for procedural purposes only.

BASIS FOR RELIEF

8. By this Application, the Debtors respectfully request entry of an order authorizing the Debtors to retain and employ Hunton Andrews Kurth as their bankruptcy co-counsel, in accordance with the terms and conditions set forth in this Application, the Davidson Declaration, and in that certain engagement letter between the Debtors and Hunton Andrews Kurth dated as of November 26, 2024 (the “**Engagement Letter**”), a copy of which is attached here as **Exhibit B**.

9. The retention of Hunton Andrews Kurth under the terms described in this Application is appropriate under sections 327(a), 328(a), and 329(a) of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016, and Bankruptcy Local Rules 2014-1 and 2016-1.

10. Under section 327(a) of the Bankruptcy Code, a debtor in possession is authorized to employ 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 possession] in carrying out [its] duties under this title.”³ Section 1107(b) provides that “a person is not disqualified for employment under section 327 of this title by a debtor in possession solely because of such person’s employment by or representation of the debtor before the commencement of the case.”⁴

² The First Day Declaration and other relevant case information is available on the following website maintained by the Debtors’ claims, balloting, and noticing agent, Kurtzman Carson Consultants, LLC d/b/a Verita Global, in connection with these Chapter 11 Cases: <https://www.veritaglobal.net/thecontainerstore>.

³ 11 U.S.C. § 327(a).

⁴ 11 U.S.C. § 1107(b).

A. Hunton Andrews Kurth's Qualifications

11. The Debtors have determined that the retention of bankruptcy co-counsel is necessary to the successful administration of these Chapter 11 Cases. The Debtors selected Hunton Andrews Kurth as their bankruptcy co-counsel and seek to employ and retain Hunton Andrews Kurth as their bankruptcy co-counsel for these Chapter 11 Cases. Hunton Andrews Kurth is a law firm of national prominence with offices in, among others, Texas, New York, California, Virginia, North Carolina, Georgia, Florida, and the District of Columbia. The attorneys at Hunton Andrews Kurth have experience in bankruptcy cases of the size and complexity of these Chapter 11 Cases. Moreover, Hunton Andrews Kurth is a full service law firm with attorneys experienced in bankruptcy and restructuring, litigation, corporate transactions, energy and infrastructure, real estate, tax, labor, derivatives, environmental law, project finance, as well as other areas of law that may be relevant to services required and the issues presented in these Chapter 11 Cases.

12. Based upon the Firm's experience and the expertise developed by many of its attorneys, Hunton Andrews Kurth's attorneys are experienced in the representation of debtors in possession, are well versed in the Bankruptcy Local Rules, the Complex Case Procedures and local practice expectations, and otherwise have the requisite abilities to represent the Debtors properly in these Chapter 11 Cases.

13. Beginning in November, 2024, Hunton Andrews Kurth represented the Debtors as bankruptcy co-counsel in connection with all phases of the Debtors' restructuring efforts, including without limitation, the preparation for filing these Chapter 11 Cases.

14. The Debtors selected Hunton Andrews Kurth as bankruptcy co-counsel for the reasons stated above and due to, among other things, Hunton Andrews Kurth's recognized expertise in business reorganizations under chapter 11 of the Bankruptcy Code and experience with the bankruptcy court for the Southern District of Texas. Hunton Andrews Kurth has served

as lead bankruptcy counsel or co-counsel to debtors and debtors in possession in a number of large chapter 11 bankruptcy cases, including without limitation: *Robertshaw US Holding Corp.*, No. 24-90052 (CML) (Bankr. S.D. Tex. Mar. 22, 2024) (Docket No. 368); *Monitronics International, Inc.*, No. 23-90332 (CML) (Bankr. S.D. Tex. June 20, 2023) (Docket No. 157); *Sundance Energy Inc.*, No. 21-30882 (DRJ) (Bankr. S.D. Tex. Apr. 15, 2021) (Docket No. 160); *Superior Energy Services, Inc.*, No. 20-35812 (DRJ) (Bankr. S.D. Tex. Jan. 8, 2021) (Docket No. 209); *Lonestar Resources US Inc.*, No. 20-34805 (DRJ) (Bankr. S.D. Tex. Nov. 6, 2020) (Docket No. 198); *Remora Petroleum, L.P.*, No. 20-34037 (DRJ) (Bankr. S.D. Tex. Sept. 15, 2020) (Docket No. 129); *Hi-Crush Inc.*, No. 20-33495 (CML) (Bankr. S.D. Tex. Aug. 20, 2020) (Docket No. 308); *Sable Permian Resources, LLC*, No. 20-33193 (MI) (Bankr. S.D. Tex. Aug. 7, 2020) (Docket No. 280); *Weatherford International plc*, No. 19-33694 (DRJ) (Bankr. S.D. Tex. Aug. 22, 2019) (Docket No. 289); *Monitronics International, Inc.*, No. 19-33650 (DRJ) (Bankr. S.D. Tex. Aug. 5, 2019) (Docket No. 184); *Illinois Power Generating Company*, No. 16-36326 (MI) (Bankr. S.D. Tex. Jan. 25, 2017) (Docket No. 168); *Warren Resources, Inc.*, No. 16-32760 (MI) (Bankr. S.D. Tex. July 13, 2016) (Docket No. 176).

15. Additionally, Hunton Andrews Kurth has been actively involved in other roles in many major chapter 11 cases within the Southern District of Texas, including without limitation: *Independence Contract Drilling, Inc.*, No. 24-90612 (ARP) (Bankr. S.D. Tex. Dec. 2, 2024); *Diamond Sports Group, LLC*, No. 23-90116 (CML) (Bankr. S.D. Tex. Mar. 14, 2023); *Nielsen & Bainbridge, LLC*, No. 23-90071 (CML) (Bankr. S.D. Tex. Feb. 8, 2023); *Core Scientific, Inc.*, No. 22-90341 (CML) (Bankr. S.D. Tex. Dec. 21, 2022); *Compute North Holdings, Inc.*, No. 22-90273 (MI) (Bankr. S.D. Tex. Sept. 22, 2022); *Talen Energy Supply, LLC*, No. 22-90054 (MI) (Bankr. S.D. Tex. May 9, 2022); *Limetree Bay Services, LLC*, No. 21-32351 (CML) (Bankr. S.D. Tex. July

12, 2021); *Brazos Electric Power Cooperative, Inc.*, No. 21-30725 (CML) (Bankr. S.D. Tex. Mar. 1, 2021); *Gulfport Energy Corp.*, No. 20-35562 (CML) (Bankr. S.D. Tex. Nov. 13, 2020); *Fieldwood Energy LLC*, No. 20-33948 (MI) (Bankr. S.D. Tex. Aug. 3, 2020); *McDermott International, Inc.*, No. 20-30336 (CML) (Bankr. S.D. Tex. Jan. 21, 2020); *EP Energy Corp.*, No. 19-35654 (MI) (Bankr. S.D. Tex. Oct. 3, 2019); *Alta Mesa Resources, Inc.*, No. 19-35133 (MI) (Bankr. S.D. Tex. Sept. 11, 2019); *Sanchez Energy Corp.*, No. 19-34508 (MI) (Bankr. S.D. Tex. Aug. 11, 2019); *Bristow Group Inc.*, No. 19-32713 (MI) (Bankr. S.D. Tex. May 11, 2019); *Vanguard Natural Resources, Inc.*, No. 19-31789 (DRJ) (Bankr. S.D. Tex. Mar. 31, 2019); *Gastar Exploration Inc.*, No. 18-36057 (MI) (Bankr. S.D. Tex. Oct. 31, 2018); *iHeartMedia, Inc.*, No. 18-31274 (MI) (Bankr. S.D. Tex. Mar. 14, 2018); *EXCO Resources, Inc.*, No. 18-30155 (MI) (Bankr. S.D. Tex. Jan. 15, 2018); *Castex Energy Partners, L.P.*, No. 17-35835 (MI) (Bankr. S.D. Tex. Oct. 16, 2017); *LINN Energy, LLC*, No. 16-60040 (DRJ) (Bankr. S.D. Tex. May 11, 2016); *Ultra Petroleum Corp.*, No. 16-32202 (MI) (Bankr. S.D. Tex. April 29, 2016); *Sherwin Alumina Company, LLC*, No. 16-20012 (DRJ) (Bankr. S.D. Tex. Jan. 11, 2016).

16. Accordingly, the Debtors believe that Hunton Andrews Kurth is well qualified to represent them in these Chapter 11 Cases.

B. Services to Be Provided

17. The Debtors seek to retain Hunton Andrews Kurth, subject to the oversight and orders of the Court, to provide legal services to the Debtors as needed throughout the course of these Chapter 11 Cases, including providing advice with respect to bankruptcy and other substantive legal issues. In particular, the Debtors seek to retain Hunton Andrews Kurth to perform, among others, the following professional services for the Debtors:

- a) advise the Debtors with respect to their powers and duties as debtors in possession in the continued management and operation of their business;

- b) advise and consult on the conduct of these Chapter 11 Cases, including all of the legal and administrative requirements of operating in chapter 11;
- c) attend meetings and negotiate with representatives of creditors and other parties in interest;
- d) take all necessary actions to protect and preserve the Debtors' estates, including prosecuting actions on the Debtors' behalf, defending any actions commenced against the Debtors and representing the Debtors in negotiations concerning litigation in which the Debtors are involved, including prosecuting objections to claims filed against the Debtors' estates;
- e) preparing pleadings in connection with these Chapter 11 Cases, including motions, applications, answers, draft orders, reports and other documents necessary or otherwise beneficial to the administration of the Debtors' estates;
- f) representing the Debtors in connection with obtaining authority to use cash collateral and obtain postpetition financing;
- g) appearing before the Court and any appellate courts to represent the interests of the Debtors' estates;
- h) taking any necessary actions on behalf of the Debtors to negotiate, prepare and obtain approval of a disclosure statement and confirmation of a chapter 11 plan of reorganization and all documents related thereto;
- i) advise the Debtors in connection with any sale of assets;
- j) provide non-bankruptcy services to the Debtors to the extent requested by the Debtors;
- k) perform an investigation, including interviews, document review, and preparation of a report, in coordination with the Investigation Subcommittee of the Board of the Company, into certain transactions, transfers, and actions for the purpose of evaluating whether there are any viable claims or causes of action against key stakeholders and ensuring that the Releases to be provided under the Plan are appropriate in scope and nature; and
- l) perform all other necessary legal services for the Debtors in connection with these Chapter 11 Cases, which may include (i) the analysis of the Debtors' leases and executory contracts and the assumption, rejection or assignment thereof, (ii) the analysis of the validity of liens against the Debtors, and (iii) advice on corporate and litigation matters, including both pending and threatened litigation and the administration and resolution of claims.

18. It is necessary for the Debtors to employ attorneys to render the foregoing professional services. Subject to approval of this Application, Hunton Andrews Kurth has

confirmed its desire and willingness to act in these Chapter 11 Cases and render the necessary professional services as attorneys for the Debtors.

19. The Debtors intend to file separate applications to employ other professionals, including Latham & Watkins LLP as bankruptcy co-counsel to the Debtors, pursuant to section 327(a) of the Bankruptcy Code in connection with these Chapter 11 Cases. Hunton Andrews Kurth has advised the Debtors that it intends to monitor carefully and coordinate with the other professionals retained by the Debtors in these Chapter 11 Cases and will clearly delineate their respective duties to prevent duplication of effort. Efficient coordination of efforts of the Debtors' attorneys and other professionals will add to the effective administration of these Chapter 11 Cases.

C. Terms of Retention

20. Pursuant to section 328(a) of the Bankruptcy Code, the Court may approve Hunton Andrews Kurth's retention on any reasonable terms. The Debtors seek to retain Hunton Andrews Kurth pursuant to the terms of the Engagement Letter, which are substantially similar to those entered into by Hunton Andrews Kurth and other clients on a daily basis in a competitive market for legal services with respect to similarly complex corporate, securities, and litigation matters. In connection with its retention, Hunton Andrews Kurth will be paid hourly rates for professional services rendered that are in effect on the date the services are rendered. Hunton Andrews Kurth's rates and rate structures reflect the specialized expertise required by such matters, the risks of monetary loss of business failure, and the severe time pressures involved in business reorganizations. These rates may change from time to time in accordance with Hunton Andrews Kurth's established billing practices and procedures to account for advancing seniority and promotion of attorneys and paraprofessionals, and the Debtors have agreed to pay the rates as adjusted in accordance with such established practices and procedures for such increases.

21. Hunton Andrews Kurth's rates and rate structure are determined by the national marketplace for legal services, the Firm's performance and reputation, and multiple factors determined by an individual lawyer's area of specialization, experience, performance, nature of the work involved, and other factors.

22. The current hourly rates for the attorneys at Hunton Andrews Kurth who are expected to have primary responsibility for the representation of the Debtors are set forth below:

Professional	Position	2024 Hourly Rates	2025 Hourly Rates
Timothy A. ("Tad") Davidson II	Partner	\$1,250	\$1,405
Brian Clarke	Partner	\$1,090	\$1,175
Ashley L. Harper	Partner	\$950	\$1,045
Philip M. Guffy	Associate	\$910	\$995
Catherine Rankin	Associate	\$800	\$895
Brandon Bell	Associate	\$700	\$795
Kaleb Bailey	Associate	\$595	\$690

23. Other attorneys and paraprofessionals at Hunton Andrews Kurth may be called upon on occasion to assist in the representation of the Debtors. The hourly rates charged by the Firm's professionals differ based on, among other things, the professional's experience.

24. The Debtors also have agreed that Hunton Andrews Kurth shall be reimbursed for all actual out-of-pocket expenses incurred by the Firm on the Debtors' behalf, in accordance with the Engagement Letter. The Firm will make every effort to minimize the expenses within these Chapter 11 Cases.

25. Hunton Andrews Kurth will maintain detailed, contemporaneous records of time and any actual and necessary expenses incurred in connection with rendering the legal services described above by category and nature of the services rendered.

26. Hunton Andrews Kurth will submit interim and final applications for compensation in accordance with any interim compensation order entered in these Chapter 11 Cases, sections

330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, and any further order of the Court in these Chapter 11 Cases.

27. As of the Petition Date, the Debtors do not owe Hunton Andrews Kurth any amounts for legal services rendered before the Petition Date. Before the Petition Date, the Debtors paid Hunton Andrews Kurth an aggregate amount of \$768,550.50 as advance payment retainers. Before the Petition Date, Hunton Andrews Kurth invoiced the Debtors and the Debtors paid Hunton Andrews Kurth in the aggregate amount of \$510,670.50 in fees for services performed and \$8,990.00 in expenses incurred, including preparation for the commencement of and filing of these Chapter 11 Cases. As of the Petition Date, Hunton Andrews Kurth holds \$248,890.00 on account.

D. Hunton Andrews Kurth's Disinterestedness

28. As set forth in the Davidson Declaration, Hunton Andrews Kurth has in the past represented, currently represents, and likely in the future will represent certain parties in interest in these Chapter 11 cases, but only in matters wholly unrelated to the Debtors, these Chapter 11 Cases, and such entities' claims against or interests in the Debtors, unless otherwise noted in the Davidson Declaration.

29. To the best of the Debtors' knowledge, information and belief, and except as disclosed in the Davidson Declaration and in Schedule 2, (i) Hunton Andrews Kurth has no connection with any of the parties listed in Schedule 1; (ii) Hunton Andrews Kurth is not a creditor, an equity security holder or an insider of the Debtors; (iii) no Hunton Andrews Kurth attorneys are or were, within two years of the Petition Date, a director, officer or employee of the Debtors; (iv) Hunton Andrews Kurth does not hold or represent any interest materially adverse to the Debtors' estates or any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with or interest in, the Debtors, or for any other reason.

30. Accordingly, Hunton Andrews Kurth (i) is a “disinterested person,” as that phrase is defined in section 101(14) of the Bankruptcy Code (as modified by section 1107(b) of the Bankruptcy Code), as required by section 327(a) of the Bankruptcy Code and (ii) does not hold or represent an interest adverse to the Debtors’ estates.

31. Hunton Andrews Kurth has informed the Debtors that, as set forth in the Davidson Declaration, (i) Hunton Andrews Kurth has no agreement with any other entity to share any compensation received concerning the representation of the Debtors; and (ii) unless otherwise disclosed therein, no employee of Hunton Andrews Kurth is related to any United States Bankruptcy Judge for the Southern District of Texas, any United States District Judge for the Southern District of Texas, the United States Trustee with supervision over the Southern District of Texas or any employees of the Office of the United States Trustee for the Southern District of Texas.

32. The Debtors’ knowledge, information and belief regarding certain of the matters set forth in this Application are based on and made in reliance upon the Davidson Declaration. The Debtors understand that Hunton Andrews Kurth will periodically review its files during the pendency of these Chapter 11 Cases to ensure that no conflicts or other disqualifying circumstances exist or arise. If any new relevant facts or relationships are discovered or arise, the Debtors understand that Hunton Andrews Kurth will use reasonable efforts to identify such further developments and will file promptly a supplemental declaration, as required by Bankruptcy Rule 2014(a).

33. The Debtors submit that the retention and employment of Hunton Andrews Kurth on the terms and conditions set forth herein, in the Davidson Declaration, and the Engagement Letter are in the best interests of the Debtors, the Debtors’ estates, their creditors, and all potential

parties in interest. Hunton Andrews Kurth is well qualified to perform as general bankruptcy co-counsel as described above, and the Debtors know of no reason why Hunton Andrews Kurth should not be retained as bankruptcy co-counsel for the Debtors in these Chapter 11 Cases.

NOTICE

34. Notice of this Application will be given to: (a) the Office of the United States Trustee for the Southern District of Texas; (b) counsel to the DIP Term Loan Agents; (c) counsel to the DIP ABL Loan Agent; (d) counsel to the Ad Hoc Group and DIP Lenders; (e) counsel to the Prepetition Term Loan Agent; (f) counsel to the Prepetition ABL Agent; (g) the creditors listed on the Debtors' consolidated list of thirty (30) creditors holding the largest unsecured claims; (h) the United States Attorney for the Southern District of Texas; (i) the Internal Revenue Service; (j) the Securities and Exchange Commission; (k) the state attorneys general for states in which the Debtors conduct business; and (l) 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.

35. A copy of this Application is available on (a) the Court's website at www.txs.uscourts.gov, and (b) the website maintained by the Debtors' claims and noticing agent, Kurtzman Carson Consultants, LLC d/b/a Verita Global, at <https://www.veritaglobal.net/thecontainerstore>.

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

Signed: January 3, 2025

Respectfully Submitted,

/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 A

Declaration of Timothy A. (“Tad”) Davidson II

**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 TIMOTHY A. (“TAD”) DAVIDSON II IN SUPPORT OF THE APPLICATION TO EMPLOY AND RETAIN HUNTON ANDREWS KURTH LLP AS BANKRUPTCY CO-COUNSEL TO THE DEBTORS AND DEBTORS-IN-POSSESSION

I, Timothy A. (“Tad”) Davidson II, hereby declare under penalty of perjury:

1. I am a partner of the law firm of Hunton Andrews Kurth LLP (“***Hunton Andrews Kurth***” or the “***Firm***”), an international law firm with approximately 970 lawyers in nineteen offices, domestic and abroad, including offices in Houston, Texas located at 600 Travis Street, Suite 4200, Houston, Texas 77002, and I am the lead attorney from Hunton Andrews Kurth working on the above-captioned Chapter 11 Cases.² I am an attorney-at-law, duly admitted and in good standing to practice in the State of Texas, the United States Courts of Appeals for the Fifth Circuit and Third Circuit, the United States Bankruptcy Courts for the Southern District of Texas, the Northern District of Texas, the Eastern District of Texas and the Western District of Texas. There are no disciplinary proceedings pending against me.

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 have the meanings given to them in the Application (defined below).

2. I am fully familiar with the facts hereinafter stated, and am authorized to make this declaration (the “**Declaration**”) on behalf of Hunton Andrews Kurth. The information contained in this Declaration is of my own personal knowledge or derived from reviews performed by me or at my direction of the file in these Chapter 11 Cases, unless otherwise noted.

3. I submit this Declaration in support of the *Application of Debtors to Employ and Retain Hunton Andrews Kurth LLP as Bankruptcy Co-Counsel for the Debtors and Debtors-in-Possession* (the “**Application**”) and to provide certain disclosures under sections 327, 328 and 1103(a) 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**”), 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**”).

4. I have read and am fully familiar with the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, and the Complex Case Procedures, and the Firm and I are sufficiently competent to handle whatever might be foreseeably expected of the Debtors’ bankruptcy co-counsel in these Chapter 11 Cases.

A. Hunton Andrews Kurth’s Disinterestedness

5. To the best of my knowledge, each of the partners, counsel, and associates of Hunton Andrews Kurth do not have any conflicts or other relationships that might cause Hunton Andrews Kurth not to be disinterested or to hold or represent an interest adverse to the Debtors.

6. Hunton Andrews Kurth and certain of its partners, counsel, and associates may have in the past represented, may currently represent and likely in the future will represent parties-in-interest to the Debtors in connection with matters unrelated to the Debtors, these Chapter 11 Cases, or such entities claims against or interests in the Debtors.

7. Hunton Andrews Kurth obtained from the Debtors and their representatives the names of the individuals and entities that may be parties in interest in these Chapter 11 Cases, and such parties are listed on Schedule 1 attached hereto. Hunton Andrews Kurth has searched its electronic database for connections with the persons and entities on Schedule 1. Hunton Andrews Kurth maintains and systematically updates its conflicts check system in the regular course of business of the Firm, and it is the regular practice of the firm to make and maintain these records. The conflict check system maintained by Hunton Andrews Kurth is designed to include every matter on which the Firm is now or has been engaged, the entity for which the Firm is now or has been engaged, and in each instance, the identity of related parties and adverse parties and the attorney in the Firm that is knowledgeable about the matter. It is the policy of Hunton Andrews Kurth that no new matter may be accepted or opened within the Firm without completing and submitting to those charged with maintaining the conflict check system information necessary to check each such matter for conflicts, including the identity of the prospective client, as well as related and adverse parties. Accordingly, the database is regularly updated for every new matter undertaken by Hunton Andrews Kurth.

8. A list of the parties-in-interest that Hunton Andrews Kurth submitted to its conflict database, under my direction and supervision, is attached hereto as Schedule 1. Such list includes, among others:

- Debtors and non-debtor affiliates of the Debtors;
- Debtors' previous names, predecessors, and related entities;
- Debtors' restructuring and other significant professionals;
- major equity holders;
- current and former officers and directors of the Debtors (up to 3 years);
- secured lenders as of the Petition Date;

- lienholders;
- major contract counterparties;
- administrative agent;
- known professionals representing parties;
- top 20 unsecured creditors;
- major suppliers, vendors, and other parties;
- third party administrators;
- significant customers;
- Debtors' banks;
- insurers and insurance agents;
- surety bond issuers and beneficiaries;
- letters of credit issuers and beneficiaries;
- taxing and other governmental authorities;
- landlords;
- litigation counterparties;
- counsel to litigation counterparties;
- utilities;
- other significant parties;
- United States Bankruptcy Judges for the Southern District of Texas (and key staff members); and
- the United States Trustee for the Southern District of Texas (and key staff members).

9. To the best of my knowledge, and except as may be disclosed in this Declaration and in Schedule 2, (i) Hunton Andrews Kurth has no connection with any of the parties listed in Schedule 1; (ii) Hunton Andrews Kurth is not a creditor, an equity security holder, or an insider of

the Debtors; (iii) no Hunton Andrews Kurth attorneys are or were, within two years of the Petition Date, a director, officer, or employee of the Debtors; (iv) Hunton Andrews Kurth does not hold or represent any interest materially adverse to the Debtors' estates or any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with or interest in, the Debtors, or for any other reason.

10. Listed on Schedule 2 to this Declaration are the results of Hunton Andrews Kurth's connections searches.³ Based on the searches conducted to date and described herein, to the best of my knowledge, neither I, Hunton Andrews Kurth nor any partner, counsel, or associate of the Firm, has any connection with the Debtors, their creditors, or any other parties-in-interest, except as disclosed or otherwise described herein. With respect to the connections disclosed on Schedule 2, all work performed for the Current and Former Firm Clients listed therein was on matters unrelated to the Debtors or these Chapter 11 Cases.

11. Pursuant to Bankruptcy Rule 2016(b), Hunton Andrews Kurth has not shared nor agreed to share (i) any compensation it has received or may receive with another party or person in connection with these Chapter 11 Cases, other than with the partners, counsel, associates and contract attorneys associated with Hunton Andrews Kurth, or (ii) any compensation another person or party has received or may receive in connection with these Chapter 11 Cases.

B. Compensation Received by Hunton Andrews Kurth from the Debtors

12. Hunton Andrews Kurth agrees to charge the Firm's standard hourly rates for work of this nature and for this type of matter, plus its customary reimbursements as charged to

³ On Schedule 2, the term "Current Firm Client" means a client in an open matter to whom time was posted in the twelve (12) months before the Petition Date, and the term "Former Firm Client" means a client (other than a Current Firm Client) for whom time was posted within the thirty-six (36) months before the Petition Date. As a general matter, the Firm discloses connections with Former Firm Clients for whom time was posted in the last thirty-six (36) months, but does not disclose connections if time was billed more than thirty-six (36) months before the Petition Date.

bankruptcy and non-bankruptcy clients. Hunton Andrews Kurth's current 2024 and 2025 hourly rates for professionals and paraprofessionals range approximately as follows:

Position	2024 Hourly Rate Range	2025 Hourly Rate Range
Partners	\$870 – \$1,905	\$930 – \$2,055
Associates	\$420 – \$1,060	\$450 – \$1,065
Paraprofessionals	\$280 – \$550	\$295 – \$580

13. As of the Petition Date, the Debtors do not owe Hunton Andrews Kurth any amounts for legal services rendered before the Petition Date. Before the Petition Date, the Debtors paid Hunton Andrews Kurth an aggregate amount of \$768,550.50 as advance payment retainers. Before the Petition Date, Hunton Andrews Kurth invoiced the Debtors and the Debtors paid Hunton Andrews Kurth in the aggregate amount of \$510,670.50 in fees for services performed and \$8,990.00 in expenses incurred, including preparation for the commencement of and filing of these Chapter 11 Cases. As of the Petition Date, Hunton Andrews Kurth holds \$248,890.00 on account.

C. Professional Compensation

14. Through the Application, the Debtors request entry of an order authorizing the employment and retention of Hunton Andrews Kurth as their attorneys, pursuant to section 327(a) of the Bankruptcy Code, on rates, terms and conditions consistent with what Hunton Andrews Kurth normally charges non-chapter 11 debtors and for legal services with respect to similarly complex corporate, securities, and litigation matters.

15. Hunton Andrews Kurth intends to apply for compensation for professional services rendered on an hourly basis and reimbursement of expenses incurred in connection with these Chapter 11 Cases, subject to the Court's approval and in compliance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, the Complex Case

Procedures, the UST Guidelines (defined below), and any other applicable procedures or orders of the Court.

16. The Debtors also have agreed to reimburse Hunton Andrews Kurth, subject to the Court's approval, for all actual out-of-pocket expenses incurred by Hunton Andrews Kurth on the Debtors' behalf. The Firm's disbursement policies pass through all out-of-pocket expenses at actual cost or at estimated actual costs when the actual cost is not readily ascertainable. Hunton Andrews Kurth will charge the Debtors for these expenses in a manner and at rates consistent with charges made generally to other clients of Hunton Andrews Kurth. Hunton Andrews Kurth will make every effort to minimize expenses in these Chapter 11 Cases.

17. Hunton Andrews Kurth will maintain detailed, contemporaneous records of time and any actual and necessary expenses incurred in connection with the rendering of the legal services described by project category.

18. Hunton Andrews Kurth will submit interim and final applications for compensation in accordance with any interim compensation order entered in these Chapter 11 Cases, sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, and any further order of the Court in these Chapter 11 Cases.

D. Statement Regarding U.S. Trustee Guidelines

19. Hunton Andrews Kurth intends to make a reasonable effort to comply with the U.S. Trustee's request for information and additional disclosures as set forth in Appendix B to 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* (the "**UST Guidelines**"), which became effective on November 1, 2013, both in connection with this Application and any fee applications to be filed by Hunton Andrews Kurth in these Chapter 11 Cases.

20. The following is provided in response to the request for additional information set forth in Paragraph D.1 of the UST Guidelines:

Question: Did Hunton Andrews Kurth agree to any variations from, or alternatives to, Hunton Andrews Kurth's standard or customary billing arrangements for this engagement?

Response: No.

Question: Do any of the Hunton Andrews Kurth professionals included in this engagement vary their rate based on the geographic location of the bankruptcy case?

Response: No.

Question: If you represented the Debtors in the 12 months prepetition, disclose your billing rates and material financial terms for the prepetition engagement, including any adjustments during the 12 months prepetition. If Hunton Andrews Kurth's billing rates and material financial terms have changed postpetition, explain the difference and the reasons for the difference.

Response: Hunton Andrews Kurth's billing rates and material financial terms for its prepetition engagement of the Debtors are set forth in the Engagement Letter. Hunton Andrews Kurth's billing rates and material financial terms for Hunton Andrews Kurth's representation of the Debtors have not changed postpetition.

Question: Have the Debtors approved Hunton Andrews Kurth's prospective budget and staffing plan, and, if so for what budget period?

Response: Hunton Andrews Kurth has not prepared a budget and staffing plan.

E. Specific Disclosures

21. Hunton Andrews Kurth discloses the following connections, each of which Hunton Andrews Kurth believes does not present an interest adverse to the Debtors:

- Joseph Buoni, partner at Hunton Andrews Kurth, served as a law clerk to the Honorable Marvin Isgur of the United States Bankruptcy Court for the Southern District of Texas from 2009 to 2011.
- Ashley Harper, partner at Hunton Andrews Kurth, currently serves as a member on the Complex Case Committee for the United States Bankruptcy Court for the Southern District of Texas. She was first appointed in January 2020, and her current term expires June 30, 2026.
- Catherine Rankin and Kaleb Bailey, associates at Hunton Andrews Kurth, served as judicial externs to the Honorable Marvin Isgur of the United States Bankruptcy

Court for the Southern District of Texas in the summer of 2016 and summer of 2021, respectively, while in law school.

22. Based on the foregoing and the search conducted to date and described herein, to the best of my knowledge and insofar as I have been able to ascertain, (i) Hunton Andrews Kurth 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 (ii) Hunton Andrews Kurth has no connection to the Debtors, the Debtors’ creditors, or other parties in interest, except as may be disclosed herein.

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

Dated: January 3, 2025.

/s/ Timothy A. (“Tad”) Davidson II
Timothy A. (“Tad”) Davidson II
Partner
Hunton Andrews Kurth LLP

SCHEDULE 1

Potential Parties in Interest¹

[See attached.]

¹ This list (and the categories contained herein) are for purposes of a conflicts check 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 lida 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 & Beneficiaries

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
Dynergy 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 Cmpny
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**Parties in Interest Connections List¹**

Name of Entity Searched	Role²	Relationship with the Firm
Elfa Deutschland GmbH	Non-Debtor Affiliates	Affiliate of Current Firm Clients
Elfa Doors AB	Non-Debtor Affiliates	Affiliate of Current Firm Clients
Elfa Finland OY	Non-Debtor Affiliates	Affiliate of Current Firm Clients
Elfa International, AB	Non-Debtor Affiliates	Affiliate of Current Firm Clients
Elfa Sweden AB	Non-Debtor Affiliates	Affiliate of Current Firm Clients
Elfa Lumi A/S	Non-Debtor Affiliates	Affiliate of Current Firm Clients
Elfa Lumi AB	Non-Debtor Affiliates	Affiliate of Current Firm Clients
Elfa Manufacturing Poland Sp. Zo.o	Non-Debtor Affiliates	Affiliate of Current Firm Clients
Elfa Norge A/S	Non-Debtor Affiliates	Affiliate of Current Firm Clients
Ernst & Young LLP	Debtors' Restructuring and Other Significant Professionals	Current Firm Client
Verita Global	Debtors' Restructuring and Other Significant Professionals	Affiliate of Current Firm Client
Glendon Cap Mgmt L.P.	Secured Lenders as of Petition Date	Current Firm Client
Loomis Sayles And Co LP	Secured Lenders as of Petition Date	Former Firm Client and Affiliate of Former Firm Client
JP Morgan Chase & Co.	Secured Lenders as of Petition Date	Current Firm Client and Affiliate of Current Firm Clients
JPMorgan Bk Branch	Secured Lenders as of Petition Date	Current Firm Client and Affiliate of Current Firm Clients
Tikehau Cap North Amer LLC	Secured Lenders as of Petition Date	Former Firm Client
Wells Fargo	Secured Lenders as of Petition Date; Lienholders	Current Firm Client and Affiliate of Current Firm Clients
ZAIS Group LLO	Secured Lenders as of Petition Date	Affiliate of Former Firm Client
JPMorgan Chase Bank, N.A.	Lienholders; Debtors' Banks	Current Firm Client and Affiliate of Current Firm Clients
Bank One, Texas NA	Lienholders	Current Firm Client and Affiliate of Current Firm Client
Summit Funding Group, Inc	Lienholders	Affiliate of Current Firm Clients
Everbank Commercial Finance, Inc	Lienholders	Affiliate of Current Firm Client
Google, Inc.	Contract Counterparties	Current Firm Client

¹ All work performed for the Current and Former Clients listed here is on matters unrelated to the Debtors or these Chapter 11 Cases.

² Parties in Interest listed herein are only listed once to the extent such party is included in multiple categories on Schedule 1. Each category in which such party appears is listed in the "Role" column separated by a semi-colon.

Name of Entity Searched	Role²	Relationship with the Firm
Sapient Corporation	Contract Counterparties; Top 20 Unsecured Creditors; Major Suppliers, Vendors, and Other Parties	Affiliate of Current Firm Client
JP Morgan Chase	Administrative Agent	Current Firm Client and Affiliate of Current Firm Clients
Greenhill	Professionals Representing Parties	Affiliate of Current Firm Clients
Fedex	Top 20 Unsecured Creditors; Major Suppliers, Vendors, and Other Parties	Affiliate of Current Firm Client and Affiliate of Former Firm Client
Cigna Health and Life Insurance Company	Major Suppliers, Vendors, and Other Parties	Current Firm Client
Engie Insight Services Inc.	Major Suppliers, Vendors, and Other Parties	Affiliate of Current Firm Clients
Marsh and McLennan Agency LLC	Major Suppliers, Vendors, and Other Parties	Affiliate of Current Firm Clients
Meta Platforms, Inc.	Major Suppliers, Vendors, and Other Parties	Current Firm Client
Regency Centers, LP	Major Suppliers, Vendors, and Other Parties	Current Firm Client
United HealthCare Services, Inc.	Major Suppliers, Vendors, and Other Parties	Former Firm Client and Affiliate of Former Firm Clients
Cigna Life Insurance Company of New York	Third Party Administrators	Current Firm Client
Life Insurance Company of North America	Third Party Administrators	Affiliate of Current Firm Client
Marsh McLellan Agency	Third Party Administrators	Affiliate of Current Firm Clients and Affiliate of Former Firm Clients
New York Life Insurance Company	Third Party Administrators	Current Firm Client
UnitedHealthcare	Third Party Administrators	Former Firm Client and Affiliate of Former Firm Clients
Marriott	Significant Customers	Affiliate of Current Firm Clients
Related Companies	Significant Customers	Affiliate of Current Firm Clients
Aria Development	Significant Customers	Affiliate of Current Client
Tishman Speyer	Significant Customers	Current Firm Client and Affiliate of Current Firm Client
Citibank, N.A.	Debtors' Banks	Current Firm Client and Affiliate of Current Firm Clients
Wells Fargo Bank, N.A.	Debtors' Banks	Current Firm Client and Affiliate of Current Firm Clients
ACE American Insurance Company	Insurers and Insurance Agents	Affiliate of Current Firm Client
ACE Fire Underwriters Insurance Co.	Insurers and Insurance Agents	Affiliate of Current Firm Client
Berkshire Hathaway Specialty Insurance Company	Insurers and Insurance Agents	Affiliate of Current Firm Clients

Name of Entity Searched	Role²	Relationship with the Firm
Marsh McLellen Agency	Insurers and Insurance Agents	Affiliate of Current Firm Clients
Southern California Edison Company	Surety Bond Issuers & Beneficiaries	Current Firm Client
Entergy Arkansas, Inc.	Surety Bond Issuers & Beneficiaries	Affiliate of Current Firm Client
Florida Power & Light Company	Surety Bond Issuers & Beneficiaries	Affiliate of Current Firm Client and Former Firm Client
Nevada State	Surety Bond Issuers & Beneficiaries	Affiliate of Current Firm Client
Columbia Gas	Surety Bond Issuers & Beneficiaries	Affiliate of Current Firm Client
conEdison	Surety Bond Issuers & Beneficiaries	Former Firm Client and Affiliate of Current Firm Client
Baltimore Gas & Electric Company	Surety Bond Issuers & Beneficiaries	Affiliate of Current Firm Clients
Delmarva Power and Light Company	Surety Bond Issuers & Beneficiaries	Affiliate of Current Firm Clients
Potomac Electric Power Company	Surety Bond Issuers & Beneficiaries	Current Firm Client and Affiliate of Current Firm Client
Arizona Public Service Company	Surety Bond Issuers & Beneficiaries	Current Firm Client and Affiliate of Current Firm Clients
Nevada Power Company DBA NV Energy	Surety Bond Issuers & Beneficiaries	Affiliate of Current Firm Clients and Affiliate of Former Firm Client
PECO Energy Company	Surety Bond Issuers & Beneficiaries	Affiliate of Current Firm Clients
Georgia Power Company	Surety Bond Issuers & Beneficiaries	Affiliate of Current Firm Clients
Florida Power and Light	Surety Bond Issuers & Beneficiaries	Affiliate of Current Firm Client and Affiliate of Former Firm Client
Tampa Electric Company	Surety Bond Issuers & Beneficiaries	Affiliate of Current Firm Client and Former Firm Client
Arch Insurance Company	Surety Bond Issuers & Beneficiaries	Affiliate of Former Firm Client
Dynegy Energy Services LLC	Letters of Credit Issuers & Beneficiaries	Affiliate of Current Firm Clients
Regent Holding Company, LLC	Letters of Credit Issuers & Beneficiaries	Current Firm Client and Affiliate of Current Firm Clients
TXU Energy Receivables Company LLC	Letters of Credit Issuers & Beneficiaries	Affiliate of Current Firm Clients
CA State Board of Equalization	Taxing and Other Governmental Authorities	Affiliate of Current Firm Client
Ca. Franchise Tax Board	Taxing and Other Governmental Authorities	Affiliate of Current Firm Client

Name of Entity Searched	Role²	Relationship with the Firm
Ca. State Board of Equalization	Taxing and Other Governmental Authorities	Affiliate of Current Firm Client
City of Atlanta	Taxing and Other Governmental Authorities	Current Firm Clients
The City of Los Angeles	Taxing and Other Governmental Authorities	Former Firm Client
County of Fairfax	Taxing and Other Governmental Authorities	Affiliate of Current Firm Clients
County of Henrico	Taxing and Other Governmental Authorities	Current Firm Client
DC Treasurer/DC Office of Tax and Revenue	Taxing and Other Governmental Authorities	Affiliate of Current Firm Clients
DeKalb County Tax Commissioner	Taxing and Other Governmental Authorities	Affiliate of Current Firm Clients
Fulton County Tax Commissioner	Taxing and Other Governmental Authorities	Affiliate of Current Firm Client
Government of the District of Columbia	Taxing and Other Governmental Authorities	Affiliate of Current Firm Clients
Harris County WCID #116	Taxing and Other Governmental Authorities	Affiliates of Current Firm Clients
Harris County, Tax Assessor-Collector (Houston)	Taxing and Other Governmental Authorities	Affiliates of Current Firm Clients
Kentucky State Treasurer	Taxing and Other Governmental Authorities	Affiliate of Current Firm Client
Los Angeles County Tax Collector	Taxing and Other Governmental Authorities	Affiliate of Former Firm Client
Maryland Comptroller/Treasury	Taxing and Other Governmental Authorities	Affiliate of Current Firm Clients
Miami Dade County Tax Collector	Taxing and Other Governmental Authorities	Affiliate of Current Firm Client
Nevada Department of Taxation	Taxing and Other Governmental Authorities	Affiliate of Current Firm Client
New York City Department of Finance	Taxing and Other Governmental Authorities	Affiliate of Current Firm Client
New York State Corporation Tax	Taxing and Other Governmental Authorities	Affiliate of Current Firm Client
New York State Sales Tax	Taxing and Other Governmental Authorities	Affiliate of Current Firm Client
Tennessee Department of Revenue	Taxing and Other Governmental Authorities	Affiliate of Current Firm Client and Affiliate of Former Firm Client
Tennessee Secretary of State	Taxing and Other Governmental Authorities	Affiliate of Current Firm Client and Affiliate of Former Firm Client
Texas Comptroller of Public Accounts	Taxing and Other Governmental Authorities	Affiliate of Current Firm Clients

Name of Entity Searched	Role²	Relationship with the Firm
Virginia Department of Taxation	Taxing and Other Governmental Authorities	Affiliate of Current Firm Client
Virginia State Corporation Commission	Taxing and Other Governmental Authorities	Affiliate of Current Firm Client
West Virginia State Tax Department	Taxing and Other Governmental Authorities	Affiliate of Current Firm Clients
Brookfield	Landlords	Affiliate of Current Firm Clients and Affiliate of Former Firm Clients
FSLRO 7580 W Bell Glendale, LLC (Lincoln Properties)	Landlords	Affiliate of Current Firm Client
Hines	Landlords	Affiliate of Current Firm Client
Lincoln Property Company	Landlords	Affiliate of Current Firm Client
Metro Pointe Retail Assoc II	Landlords	Affiliate of Current Firm Client
Regency Centers	Landlords	Current Firm Client
Selig Investments	Landlords	Affiliate of Current Firm Client
Simon Properties	Landlords	Affiliate of Current Firm Clients and Affiliate of Former Firm Client
Site Centers	Landlords	Affiliate of Current Firm Client
Taubman	Landlords	Affiliate of Current Firm Client
TIAA	Landlords	Affiliate of Current Firm Client
Washington Prime	Landlords	Affiliate of Current Firm Client
Maryland Occupational Safety & Health	Counsel to Litigation Counterparties	Affiliate of Current Firm Clients
New York State Department of Labor	Counsel to Litigation Counterparties	Affiliate of Current Firm Client
Charter Communications	Utilities	Current Firm Client
Con Edison	Utilities	Former Firm Client and Affiliate of Current Firm Client
Constellation NewEnergy	Utilities	Affiliate of Current Firm Client
Dominion VA/NC Power	Utilities	Affiliate of Current Firm Clients
DTE Energy	Utilities	Current Firm Client
Evergy KS MO Metro MO West	Utilities	Affiliate of Current Firm Clients
Eversource Energy	Utilities	Current Firm Client
Florida Power & Light Company	Utilities	Affiliate of Current Firm Client and Affiliate of Former Firm Client
Georgia Power	Utilities	Affiliate of Current Firm Clients
NV Energy/30150 South Nevada	Utilities	Affiliate of Current Firm Clients
Pacific Gas & Electric	Utilities	Current Firm Client
PEPCO (Potomac Electric Power Company)	Utilities	Current Firm Client
PSEGLI	Utilities	Affiliate of Current Firm Client

Name of Entity Searched	Role²	Relationship with the Firm
Rhode Island Energy	Utilities	Current Firm Client and Affiliate of Current Firm Client
San Diego Gas & Electric	Utilities	Affiliate of Current Firm Client
Southern California Edison	Utilities	Current Firm Client
Teco Tamp Electric Company	Utilities	Affiliate of Current Firm Client and Former Firm Client
TXU Energy	Utilities	Affiliate of Current Firm Clients
Xcel Energy	Utilities	Current Firm Client
Acquiom Agency Services LLC	Other Significant Parties	Former Firm Client
Jeffries Capital Services, LLC	Other Significant Parties	Affiliate of Current Firm Client

EXHIBIT B

Engagement Letter

[See attached.]



HUNTON ANDREWS KURTH LLP
600 TRAVIS STREET
SUITE 4200
HOUSTON, TX 77002

TEL 713-220-4200
FAX 713-220-4285

TAD DAVIDSON
DIRECT DIAL: 713-220-3810
EMAIL: taddavidson@huntonak.com

November 26, 2024

FILE NO:

**PRIVILEGED AND CONFIDENTIAL
ATTORNEY-CLIENT COMMUNICATION**

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

Attn: Tasha Grinnell
Chief Legal Officer & Secretary

Engagement of Hunton Andrews Kurth LLP

Dear Ms. Grinnell:

Hunton Andrews Kurth LLP (“Firm”) thanks you for the opportunity to represent The Container Store Group, Inc. and its affiliates, The Container Store, Inc.; TCS Gift Card Services, LLC; C Studio Manufacturing Inc.; and C Studio Manufacturing LLC (collectively, “TCS” or the “Client”). This letter and the accompanying Standard Terms of Engagement will establish the terms of the Firm’s representation.

The Client

For purposes of this engagement, the Firm will represent the Client through duly authorized constituents of the Client. You will be the Firm’s primary contact unless the Firm is notified otherwise in writing by the Client. By representing the Client, neither the Firm nor the individuals who act on its behalf represent any individual client contact, or any other constituent or affiliated persons or entities, such as parents, subsidiaries, affiliates, managers, members, portfolio companies, employees, officers, directors, shareholders, or partners of the Client, unless the Firm separately enters into a written engagement agreement with such other person or entity.

Scope of Engagement

The Firm has been asked by TCS to represent TCS in connection with its restructuring options (the “Matter”). We will serve as co-counsel with Latham & Watkins LLP for the Matter, and we will endeavor not to duplicate services. Please advise if this does not accurately reflect your understanding about the scope of the Firm’s services to be provided to the Client. We will



The Container Store Group, Inc.
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perform all services normally and reasonably associated with this type of engagement that are consistent with applicable law and professional rules. The Firm will provide legal representation only and will not provide business, investment, or accounting advice, even if related to the Matter.

Unless terminated earlier by the Firm or the Client, the Firm’s representation on the Matter will conclude when the Firm completes the scope of engagement and not later than the date on which it sends its final invoice for services on the Matter. Whether upon completion of the Matter or termination of the representation by the Firm or the Client, the Firm will thereafter have no further obligation to monitor the interests, rights, or property of the Client or advise the Client with respect to the Matter or with respect to changes in the laws or regulations that could have an impact upon the interests, rights, property or liabilities of the Client relating to the Matter.

In the event that the Firm is asked to represent the Client in connection with new or additional matters or projects and the Firm agrees to do so after checking for conflicts of interest, this letter and the accompanying Standard Terms of Engagement will govern unless the Client and the Firm agree otherwise in writing.

Staffing, Fees, and Billing Arrangements

I will coordinate the legal services for the Firm’s representation of the Client in the Matter. I expect the following persons to work with me at the hourly rates noted below at least through the close of 2024 after which the Firm may reasonably adjust hourly rates periodically to reflect new market conditions and to recognize individual changes such as promotions, increased experience, and seniority:

Name	Title	2024 Hourly Rate	2025 Hourly Rate
Tad Davidson	Partner	\$1,250	\$1,375
Brian Clarke	Partner	\$1,090	\$1,175
Ashley Harper	Partner	\$950	\$1,045
Philip Guffy	Associate	\$910	\$995
Catherine Rankin	Associate	\$800	\$895
Brandon Bell	Associate	\$700	\$795
Kaleb Bailey	Associate	\$595	\$690

The Firm’s goal is to maintain continuity of the legal team; however, the Firm can make no guarantees against the potential for changes. I will consult with you should the Firm need to make changes in the senior legal team.



The Container Store Group, Inc.

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It is understood that the Client will pay the Firm for fees incurred based on the applicable hourly rates, as well as expenses reasonably incurred in connection with the Firm's representation in the Matter. The Firm will bill the Client for fees and expenses on a monthly basis and the Firm's invoices will be due and payable upon receipt.

The Firm requires that the Client pay the Firm an advance payment retainer in the amount of \$250,000.00. The Firm may, in its discretion, either hold the advance payment until completion of the Matter or apply it against any unpaid and overdue invoices from time to time. If the Firm applies any amounts to invoices, the Firm may request an additional advance deposit prior to conducting future work. Upon completion of the Firm's representation, any balance in the advance deposit will be returned to the Client after any outstanding fees and costs are paid.

Conflicts of Interest

The Firm depends on the Client to identify, now and as the representation progresses, persons or entities whose interests may be involved, at issue in or affected by this representation, including parties that may be adverse to the Client.

The Firm has conducted an initial search of its database. Based on the information provided, the Firm has discovered no conflicts and knows of no other interests, including those of the Firm or its lawyers, that will materially and adversely affect the Firm's ability to exercise independent professional judgment for the Client in this representation. As the Firm is requested to expand the scope of this Matter with respect to advice and actions regarding third parties, the Firm will conduct a further search of its database for such third parties.

Other Client Representations and Potential Future Conflicts

As a large, international law firm with many offices and lawyers, the Firm represents, and in the future will represent, many other clients. Some clients may be direct competitors of the Client or otherwise may have business or legal interests that are contrary to the interests of the Client. Professional rules applicable to lawyers define conflicts of interest for lawyers and set forth circumstances in which client consent is needed to engage in a legal representation against or involving another current or past Firm client. Those circumstances can vary by jurisdiction.

We are accepting this engagement with the mutual understanding that our representation of the Client will not preclude my Firm from accepting an engagement from a new or existing client, including, but not limited to, transactions, litigation or other matters that involve, and may be adverse to the Client. However, we will not accept an engagement that is directly adverse to the Client if the matter is substantially related to the subject matter of the Firm's representation



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of the Client or would impair the confidentiality of proprietary, sensitive or otherwise confidential information communications made to us by the Client. It is understood that firm attorneys representing the Client will not represent other clients adverse to the Client while the Client is an active client of the Firm.

In other words, we request that the Client confirm that (1) no engagement that we have undertaken or may undertake on behalf of the Client will be asserted by the Client either as a conflict of interest with respect to, or as a basis to preclude, challenge or otherwise disqualify the Firm from, any current or future representation of any client in any matter, including without limitation any representations in negotiations, transactions, counseling or litigation adverse to the Client, as long as that other matter is not substantially related to any of the Firm's engagements on behalf of the Client, (2) the Client hereby waives any conflict of interest that exists or might be asserted to exist and any other basis that might be asserted to preclude, challenge or otherwise disqualify the Firm in any representation of any other client with respect to any such matter, (3) the Client has been advised by the Firm, and has had the opportunity to consult with other counsel, with respect to the terms and conditions of these provisions and its prospective waiver, (4) the Client's consent to these provisions is both voluntary and fully informed, and (5) the Client intends for its consent to be effective and fully enforceable, and to be relied upon by the Firm. Please indicate your agreement to this understanding by signing this letter below.

The Client may wish to consult with other counsel with respect to giving this prospective consent.

Sarbanes-Oxley Compliance

The Sarbanes-Oxley Act of 2002 and related regulations prescribe "minimum standards of professional conduct" for attorneys who, among other forms of legal representation, provide advice regarding the U.S. securities laws to companies whose securities trade in the public markets. The Firm is committed to full compliance with these standards and, to that end, has adopted a Compliance Policy to which all attorneys at our firm are subject. The Firm's Compliance Policy is attached.

Texas State Bar Disclosure

The State Bar of Texas requires that we disclose the following information to our clients:

The State Bar investigates and prosecutes professional misconduct committed by Texas attorneys. Although not every complaint against or dispute with a lawyer involves professional



The Container Store Group, Inc.
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Page 5

misconduct, the State Bar Office of General Counsel will provide you with information about how to file a complaint. For more information, you may call 1-800-932-1900. This is a toll-free call.

Complete Terms of Engagement

This letter and the attached Standard Terms of Engagement constitute the entire terms of the Firm's engagement with the Client. The terms may not be amended except in a mutually agreed writing.

The Firm will not be bound by outside counsel policies, billing policies or other client-generated terms as an amendment to this engagement agreement, unless and until accepted in writing by the Firm.

The Firm asks that the Client sign and return this letter in the space provided below with an advance payment of \$250,000.00. Nevertheless, the Client may indicate agreement to these terms by instructing the Firm to begin work on this matter.

We appreciate the opportunity to represent TCS.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Tad Davidson". The signature is stylized and includes a large, decorative flourish at the end.

Tad Davidson



The Container Store Group, Inc.
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Agreed by or with authority on behalf of The Container Store Group, Inc.; The Container Store, Inc.; TCS Gift Card Services, LLC; C Studio Manufacturing Inc.; and C Studio Manufacturing LLC

Signature: 

Printed Name: Tasha Grinnell

Full Title: Chief Legal officer

Country, City and State: Dallas, Dallas, Texas

Date: 11/27/2024

Enclosures:

Hunton Andrews Kurth LLP "Standard Terms of Engagement"
Sarbanes-Oxley Policy

HUNTON ANDREWS KURTH LLP

STANDARD TERMS OF ENGAGEMENT

FEES. Unless we agree in the engagement letter to alternate fee arrangements, we will bill for our services at the firm's applicable published hourly rates in effect at the time we render the services. Those rates are based on the fair value for the services we render after taking into consideration many factors, including but not limited to: the complexity or novelty of the work performed; the seniority, experience, practice area and location of the lawyers, paralegals or law clerks performing the work; the time period within which the work is required to be completed; the likelihood that the engagement will preclude our acceptance of other employment; the number of hours required to perform the work; the nature and length of our professional relationship with the client; the results obtained; and the fees charged for similar services in the relevant geographic or subject matter market. We have established hourly rates (using the foregoing factors) for lawyers, paralegals, law clerks, and other staff timekeepers. We adjust those base rates periodically, in light of the factors enumerated above, as well as cost of living and market considerations.

BILLS AND STATEMENTS. Unless other arrangements are made, we render monthly bills for fees, expenses and charges. We typically prepare bills for each legal matter we handle. We may also send a monthly statement of account, which details any unpaid bills.

PAYMENT. Our bills are due and payable upon receipt. Failure to pay bills promptly may result in temporary or permanent cessation of service. Payment of bills should be made in U.S. dollars or other agreed upon foreign currency, by wire transfer or in checks or drafts payable to Hunton Andrews Kurth LLP. Please note the date and identification number of the bill being paid, and return the remittance copy of our bill with your payment.

If our bills are not paid within 30 days of the invoice date the client agrees to pay an interest charge on outstanding balances at an interest rate of one and one-half percent (1.5%) per month, or the maximum interest rate allowed by law, whichever is less, from the date due until paid. The client agrees to pay such interest on the outstanding balance in addition to the balance of fees and expenses due.

In the event the client fails to pay when due all amounts owed us, we will have the right to retain settlement proceeds received on behalf of client or recover the outstanding balance of fees and expenses and interest, as provided above, and all attorneys' fees incurred to collect these amounts. Such attorneys' fees will include payment for the time and expenses of any firm lawyers incurred in collection effort as well as fees and expenses of any outside counsel hired to collect the amounts due.

RESPONSES TO AUDITORS' INQUIRIES. We are frequently asked to provide information to auditing firms regarding legal matters of our clients. We respond to those inquiries with the same level of care and professionalism that we use to handle the client's other legal work and will charge for these services at the same rates. When an auditing firm requests information on the client's behalf, that request will be deemed to be the client's consent for us to disclose that information to that firm.

DISBURSEMENTS AND CHARGES. In addition to payment of our fees, the client agrees to pay expenses incurred by us in connection with the representation. Such expenses may include long distance telephone calls, photocopying charges, travel expenses, couriers, filing fees, costs of subpoenas and depositions, and other costs and expenses advanced on our client's behalf. We manage our own telephone network, printing and document duplication services. We generally use our in-house printing and document duplicating services rather than third party services, due to timing and confidentiality concerns, unless the client requests otherwise. We set our charges for these services based upon our fully burdened cost of providing them to the client.

Before proceeding to incur expenses from an outside vendor in excess of \$1,500, we will seek your approval. We do not intend to make any profit on such expenses, and we will pass them on to you based as closely on our costs as possible. We may, however, receive certain benefits from having incurred certain costs, such as benefits accorded in connection with travel expenditures (i.e., frequent flyer points). Those benefits will be retained by the firm or the individual to whom they were awarded without credit to the client.

In certain instances, we may employ the services of affiliated entities on behalf of our clients. Cognicion LLC is a wholly-owned subsidiary of Hunton Andrews Kurth LLP. The work performed by Cognicion LLC on behalf of the firm's clients is billed at competitive rates that may not reflect our cost. When engaged, Cognicion LLC services will appear as a disbursement on client bills. The same applies to services rendered by other entities affiliated with Hunton Andrews Kurth such as Turnstone Investigative Services.

TRAVEL. We generally record the time spent traveling while performing work in furtherance of the client's engagement. Time spent in travel on behalf of one client while working on a matter for another client, will be billed to the other client; we do not double-bill time. We book air travel at coach rates unless otherwise previously approved by the client or unless the air travel is transoceanic or overnight, in which case we generally book business or comparable class. Bookings for travel arrangements are generally made through an in-house travel service, and the expenses charged to the client for travel include a transaction fee for each booking. Discounts applicable to particular travel purchases may be available through use of this in-house travel service and we pass them on to the client in our charges.

TERMS OF ENGAGEMENT. The client or Hunton Andrews Kurth may terminate the representation for any reason by written notice, subject on our part to applicable rules of professional conduct. In the event we terminate the engagement, we will take such steps as are reasonably practicable to protect the client's interests in this matter, and, if the client so requests, we will suggest possible successor counsel and provide such counsel with material the client has provided us.

Upon the termination of our engagement, the client will pay within 30 days for all services rendered and disbursements and other charges paid or incurred in connection with our engagement. If the client terminates our engagement or if Hunton Andrews Kurth terminates the engagement in accordance with the following paragraph, the client will also pay our fees and expenses in connection with any transition of the client's work to successor counsel.

If the client fails to honor the terms of the engagement, to cooperate, or to follow our advice on a material matter that would or could, in our view, render our continued representation unlawful or unethical, Hunton Andrews Kurth may withdraw from the representation. If we elect to withdraw, the client will take all steps necessary to free us of any obligation to perform further services, including the execution of any documents or pleadings necessary to complete our withdrawal.

Unless previously terminated or other arrangements are made, Hunton Andrews Kurth's representation will terminate upon our sending the client our final invoice for services rendered. Unless we agree otherwise, we will have no continuing obligation to advise the client with respect to future legal developments once this matter concludes.

RECORD RETENTION. We will maintain necessary documents relating to this matter in our client files. If we receive no guidance from the client, we will employ the following procedure when a matter concludes:

1. Upon closure of the matter, any original documents that the client has provided to us will be returned.
2. Upon expiration of our normal retention period for this kind of matter, we will notify the client by mail at the client's last known address that the retention period has run, and seek the client's guidance on disposition of the file.
3. If we receive a response from the client within 30 days, we will follow the client's instructions for disposition of the file. If those instructions require substantial handling of the file, or continued retention of it, we will charge our normal fees for such procedures.
4. If we do not receive a response from the client within the 30-day period, the file will be destroyed pursuant to our normal procedure.

At the conclusion of a matter, it is the client's obligation to tell us which, if any, documents in our files that it wishes to receive. Electronic records relating to this matter will be made available to the client, if requested, and to the extent they are still easily accessible

**Sarbanes-Oxley Act of 2002
Compliance Policy for Hunton Andrews Kurth**

- Application of Policy

All firm attorneys are subject to this compliance policy regardless of team or practice area.

- Reporting Procedure

- Any partner who becomes aware of credible evidence that a material violation of federal or state securities laws or a breach of fiduciary duty arising under federal or state law or similar violation arising under federal or state law (a “Material Violation”) by a client subject to the reporting requirements of the Securities Exchange Act of 1934 (a “public client”) or any agent thereof has occurred, is ongoing, or is about to occur, must report such evidence to the Responsible Partner for the public client. The Responsible Partner shall be the coordinating lawyer for the client, unless otherwise designated by the Managing Partner or the Executive Committee.
- An associate who becomes aware of credible evidence that a Material Violation has occurred, is ongoing, or is about to occur, must report such evidence to his or her supervising attorney on the matter or to the Responsible Partner and document the report in writing. Once the associate has reported such evidence of the Material Violation to his or her supervising attorney or the Responsible Partner and completed the related documentation, he or she has no further obligations with respect thereto. The supervising attorney who receives a report of a Material Violation must then report the evidence of the Material Violation to the Responsible Partner and document the report in writing with a copy to the Review Committee (as described below).
- The Responsible Partner who receives a report of a Material Violation from another attorney at the firm must review the report and make recommendations in writing to the Review Committee. A Responsible Partner who independently becomes aware of credible evidence that a Material Violation has occurred, is ongoing, or is about to occur, must make a written report of the Material Violation to the Review Committee.
- The Review Committee will consist of at least twelve members, including partners, from both the transactional and litigation practice groups, plus the Managing Partner and the firm’s General Counsel, and will administer the firm’s compliance policy. The Review Committee, acting with at least three members (including at least one member of each of the transactional and litigation practice groups) will determine whether the firm should

report evidence of a Material Violation to the chief legal officer (the “CLO”) or the CLO and the chief executive officer (the “CEO”) (or directly to the full board or a committee thereof) of the affected public client. The Review Committee should document in writing its reasons for all determinations. No Responsible Partner should report evidence of a Material Violation to a client without the approval of the report by the Review Committee.

- If the Review Committee so determines, the Responsible Partner (and only the Responsible Partner) should deliver evidence of a Material Violation to the CLO or to the CLO and CEO of the affected public client in a written report approved by the Review Committee and document in writing the response from the public client. If the Responsible Partner does not receive a response that the Responsible Partner considers appropriate, he or she should consult with the Review Committee.
- The Review Committee, acting with at least three members, will determine whether the firm should report the evidence of a Material Violation to the full board of the affected public client or a committee thereof. The Review Committee should document in writing the reasons for its determination. If the Review Committee so determines, the Responsible Partner should deliver evidence of a Material Violation to the board of the affected public client or the appropriate committee thereof in a written report approved by the Review Committee. If the Responsible Partner does not receive a response that the Responsible Partner considers appropriate, he or she should consult with the Review Committee.
- Implementation of Policy
 - The firm shall require all attorneys to participate in training sessions with respect to the reporting requirements and procedures, including the role of the Review Committee.
 - The Review Committee shall meet regularly to assess the effectiveness of the firm’s reporting procedures and make regular reports to the Executive Committee.

**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 AUTHORIZING THE EMPLOYMENT AND
RETENTION OF HUNTON ANDREWS KURTH LLP AS BANKRUPTCY
CO-COUNSEL FOR THE DEBTORS AND DEBTORS-IN-POSSESSION**

[Relates to Docket No.]

Upon the application (the “*Application*”)² of the Debtors for an order (this “*Order*”) authorizing the Debtors to employ and retain Hunton Andrews Kurth LLP (“*Hunton Andrews Kurth*”) as their bankruptcy co-counsel; and the Court having reviewed the Application and the Davidson Declaration; and the Court having jurisdiction to consider the Application and the relief requested therein in accordance with 28 U.S.C. § 1334; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that the Court may enter a final order consistent with Article III of the United States Constitution; and the Court having found that venue of this proceeding and the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that proper and adequate notice of the Application has been given and that no other or further notice is necessary; and it appearing that Hunton Andrews Kurth does not hold

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 have the meanings ascribed to them in the Application.

or represent any interest materially adverse to the Debtors' estates and is a "disinterested person" as defined in section 101(14) of the Bankruptcy Code; and upon the record herein; and after due deliberation thereon; and the Court having determined that there is good and sufficient cause for the relief granted in this Order, it is hereby

ORDERED THAT:

1. The Debtors are authorized to retain and employ Hunton Andrews Kurth as their bankruptcy co-counsel in accordance with the terms and conditions set forth in the Application and in the Engagement Letter attached to the Application, as modified by this Order.

2. Hunton Andrews Kurth shall apply for compensation for professional services rendered and reimbursement of expenses and be compensated in accordance with the applicable procedures set forth in sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, and further orders of this Court for all services performed and expenses incurred on or after the Petition Date. For billing purposes, Hunton Andrews Kurth will record its time in one-tenth (1/10) hour increments.

3. Hunton Andrews Kurth shall file a notice on the Court's docket regarding any increases in the rates set forth in the Application unless such increases are already disclosed in the Application and Engagement Letter. 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.

4. Hunton Andrews Kurth shall not charge a markup to the Debtors with respect to fees billed by contract attorneys who are hired by Hunton Andrews Kurth to provide services to the Debtors and shall ensure that any such contract attorneys are subject to conflict checks and disclosures in accordance with the requirements of the Bankruptcy Code and Bankruptcy Rules.

5. Hunton Andrews Kurth will review its files periodically during the pendency of these Chapter 11 Cases to ensure that no conflicts or other disqualifying circumstances exist or arise. If any new relevant facts or relationships are discovered or arise, Hunton Andrews Kurth will use reasonable efforts to identify such further developments and will promptly file a supplemental declaration, as required by Fed. R. Bankr. P. 2014(a).

6. Notwithstanding anything to the contrary in the Application, the Engagement Letter, or the Davidson Declaration attached to the Application, any provisions allowing the reimbursement of fees and expenses incurred in connection with participating in, preparing for, or responding to any action, claim, suit, or proceeding brought by or against any party that relates to the legal services provided under the Engagement Letter and fees for defending any objection to Hunton Andrews Kurth's fee applications under the Bankruptcy Code are not approved absent further order of the Court.

7. Hunton Andrews Kurth shall use its reasonable efforts to avoid any duplication of services provided by any of the Debtors' other retained professionals in these Chapter 11 Cases.

8. To the extent that there may be any inconsistency between the terms of the Application, the Davidson Declaration, the Engagement Letter, and this Order, the terms of this Order shall govern.

9. Notwithstanding any Bankruptcy Rule to the contrary, this Order shall be effective and enforceable immediately upon its entry.

10. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order.

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

Signed: _____

Alfredo R Pérez
United States Bankruptcy Judge