

**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., <i>et al.</i> ,	:	Case No. 24-90627 (ARP)
	:	
Debtors. <sup>1</sup>	:	(Jointly Administered)
	:	
	X	

**CERTIFICATE OF NO OBJECTION REGARDING  
APPLICATION OF DEBTORS TO EMPLOY AND RETAIN  
HUNTON ANDREWS KURTH LLP AS BANKRUPTCY CO-COUNSEL  
FOR THE DEBTORS AND DEBTORS-IN-POSSESSION  
[Relates to Docket No. 108]**

Pursuant to the Procedures for Complex Cases in the Southern District of Texas (the “**Complex Case Procedures**”), the undersigned hereby certifies as follows:

1. On January 3, 2025, the above-captioned debtors in possession (collectively, the “**Debtors**”) filed the *Application of Debtors to Employ and Retain Hunton Andrews Kurth LLP as Bankruptcy Co-Counsel for the Debtors and Debtors-in-Possession* [Docket No. 108] (the “**Retention Application**”), which included an attached form of proposed order [Docket No. 108-3] (the “**Retention Order**”).

2. The deadline to file objections to the Retention Application passed on January 24, 2025 (the “**Objection Deadline**”).

3. In accordance with paragraph 44 of the Complex Case Procedures, the undersigned represents to the Court that counsel has reviewed the Court’s docket and no objections or other

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<sup>1</sup> 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.



responses to the Retention Application have been filed, and the Debtors are unaware of any other objection to the Retention Application.

4. Accordingly, the Debtors respectfully request that the Court enter the Retention Order attached hereto.

Dated: January 27, 2025

Respectfully submitted,

*/s/ Timothy A. ("Tad") Davidson II*

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**HUNTON ANDREWS KURTH LLP**

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*Proposed Co-Counsel for the Debtors and  
Debtors in Possession*

**Certificate of Service**

I certify that on January 27, 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

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**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*”)<sup>2</sup> 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

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<sup>2</sup> 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