Docket #0179 Date Filed: 02/18/2026
United States Bankruptcy Court
Southern District of Texas
ENTERED
February 18, 2026
Nathan Ochsner, Clerk

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

In re:	§	Case No. 25-90817 (CML)
	§	
AMPLE, INC., *et al.*,[1]	§	Chapter 11
	§	
Debtors.	§	(Jointly Administered)

ORDER (I) AUTHORIZING THE DEBTORS TO RETAIN AND COMPENSATE PROFESSIONALS USED IN THE ORDINARY COURSE OF BUSINESS; AND (II) GRANTING RELATED RELIEF

Upon the motion (the "'Motion") [2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an order (this "Order"), (i) authorizing the Debtors to (a) retain and compensate certain professionals used in the ordinary course of business, (b) establish procedures for retaining and compensating professionals that the Debtors use in the ordinary course of business (the "Ordinary Course Professionals" and each, an "Ordinary Course Professional") without the submission of separate retention applications, and (c) compensate and reimburse Ordinary Course Professionals without the need to file individual fee applications; and (ii) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and the Court having jurisdiction over this matter in accordance with 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the Southern District of Texas*, dated May 24, 2012; 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

[1] The Debtors in these chapter 11 cases and the last four digits of each Debtor's taxpayer identification number are: Ample, Inc. (4015) and Ample Texas EV, LLC (6832). A copy of this notice 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, Verita Global at https://veritaglobal.net/ample.

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

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of these cases is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein and that such relief is in the best interests of the Debtors, their estates, their creditors and all parties in interest; and upon all of the proceedings had before the Court after due deliberation and sufficient cause appearing therefor, it is **HEREBY ORDERED THAT**,

1. The Motion is GRANTED as set forth herein.

2. The Debtors are authorized, but not directed, to retain, compensate, and reimburse Ordinary Course Professionals listed on the OCP List, annexed hereto as **Exhibit 2**, which may be supplemented in accordance with the procedures set forth in paragraph 2(g) below, in accordance with the following approved procedures (the "Procedures"):

   a. Each Ordinary Course Professional must file with this Court a disclosure declaration (the "OCP Declaration") in the form attached to the proposed order as **Exhibit 1** at least fourteen (14) days before submitting an initial invoice to the Debtors. Each Ordinary Course Professional must also serve the OCP Declaration on:

      i. Proposed financial advisor and Co-Chief Restructuring Officers of the Debtors, Getzler Henrich & Associates LLC, 2929 Allen Parkway, Suite 200 – #1029, Houston, TX 77019 (Attn. John Baumgartner (jbaumgartner@getzlerhenrich.com), Ann Huynh (ahuynh@getzlerhenrich.com), and Glenn Sniezek (gsniezek@getzlerhenrich.com));

      ii. proposed counsel to the Debtors, Pillsbury Winthrop Shaw Pittman LLP, 609 Main Street, Suite 2000, Houston, TX 77002 (Attn: Hugh M. Ray, III (hugh.ray@pillsburylaw.com), L. James Dickinson (james.dickinson@pillsburylaw.com), Joshua Stenhjem (joshua.stenhjem@pillsburylaw.com)), and Pillsbury Winthrop Shaw Pittman LLP, 31 West 52nd Street, New York, NY 10019 (Attn: Andrew Alfano (andrew.alfano@pillsburylaw.com));

      iii. the Office of the United States Trustee, 515 Rusk Street, Suite 3516, Houston, TX 77002 (Attn: Andrew Jiménez

(andrew.jimenez@usdoj.gov) and Vianey Garza (vianey.garza@usdoj.gov));

iv. proposed counsel for the Committee, Porzio, Bromberg & Newman, P.C., 100 Southgate Parkway, P.O. Box 1997, Morristown, NJ 07962(Attn: Rachel A. Parisi (RAParisi@pbnlaw.com), Jenny Zhou (JZhou@pbnlaw.com), and Christopher P. Mazza (CPMazza@pbnlaw.com));

v. proposed local counsel for the Committee Dykema Gossett PLLC, 5 Houston Center 1401 McKinney Street, Suite 1625, Houston, TX 77010 (Attn: William Hotze (whotze@dykema.com) and Dominique Douglas (ddouglas@dykema.com)); and

vi. counsel for the DIP Lender, Fishel Law Group, 602 Sawyer, Suite 400 Houston, TX 77007 (Attn: Michael Fishel (michael@FishelLawGroup.com)) (collectively, the "Reviewing Parties").

b. The OCP Declaration must include: (i) a description of the efforts that were taken to search for connections with parties in interest and the result of such search; (ii) a description of the proposed scope of services to be provided by the Ordinary Course Professional; (iii) the rate(s) proposed to be charged for the services; (iv) all information otherwise required to be disclosed pursuant to Bankruptcy Rule 2014; (v) whether the Ordinary Course Professional does not, in the ordinary course of business, maintain time records in tenth-of-an-hour increments and, if it does not, the time increments the Ordinary Course Professional does maintain in the ordinary course of business; and (vi) to the extent that the Ordinary Course Professional was not providing services as of the Petition Date, the date on which such services began post-petition. The Debtors will not make any payments to any Ordinary Course Professional that has not filed an OCP Declaration.

c. The Reviewing Parties will have fourteen (14) days from the date of the filing and service of the OCP Declaration to object to the retention of an Ordinary Course Professional. Any objection must be timely filed with this Court and served on the Ordinary Course Professional and the Reviewing Parties. If no timely objection to the retention of the Ordinary Course Professional is filed and served, or if all objections are withdrawn, the Debtors will be authorized to retain the Ordinary Course Professional on a final basis without further order of this Court. If an objection is filed and is not resolved or withdrawn within twenty (20) days after service of the objection, this Court will adjudicate the matter at a hearing scheduled by the Debtors. The Debtors will not make any payment to an Ordinary Course Professional as to which an objection is pending until the objection is resolved, withdrawn, or overruled by the Court. If, after a hearing, the retention of an Ordinary Course Professional is not approved, such professional may still apply to this Court for compensation for all work

performed on behalf of the Debtors from the Petition Date through the date of an order denying such retention, subject to the rights of the United States Trustee and all parties in interest to object to such application for compensation.

d. Once an Ordinary Course Professional is retained in accordance with these Procedures, the Debtors may pay such Ordinary Course Professional 100% of the fees and 100% of the expenses incurred upon the submission to, and approval by, the Debtors of an invoice setting forth in reasonable detail the nature of the services rendered and expenses actually incurred (without prejudice to the Debtors' right to dispute any such invoices); provided, however that the Debtors may not pay any Ordinary Course Professional more than an average of $50,000 per month on a rolling three-month basis (the "OCP Monthly Cap"); provided further, however, that the Debtors reserve the right to seek to increase the OCP Monthly Cap, as appropriate and required under the circumstances.

e. To the extent an Ordinary Course Professional seeks compensation in excess of the OCP Monthly Cap (the "Excess Fees"), (i) the Ordinary Course Professional will file with this Court a notice identifying the increase that is sought (the "Notice of Excess Fees"), which must include an invoice setting forth, in reasonable detail, the nature of the services rendered and disbursements actually incurred, and (ii) the Ordinary Course Professional will serve the Notice of Excess Fees upon the Reviewing Parties. Interested parties will have fourteen (14) days to file an objection to the Notice of Excess Fees with this Court. If after fourteen (14) days no objection is filed, the Excess Fees will be deemed approved without the need for a hearing before this Court, and the Ordinary Course Professional may be paid 100% of its fees and 100% of its expenses without the need to file a fee application.

f. If the Debtors seek to retain an Ordinary Course Professional not already listed on **Exhibit 2** to the proposed order (the "OCP List"), the Debtors will file with the Court and serve upon the Reviewing Parties a notice listing the Ordinary Course Professionals to be added to the OCP List (the "OCP List Supplement"), along with the OCP Declaration for any professional so added to the OCP List, at least fourteen (14) days before such Ordinary Course Professional submits an invoice to the Debtors. Once the OCP List Supplement is filed, all other provisions of the proposed order will apply to the Ordinary Course Professional(s) identified therein, including the deadline to object set forth in paragraph 2(c) above.

g. If no objection to the OCP List Supplement is filed with the Court and served upon the Reviewing Parties, as set forth above in paragraph (c) of these Procedures, so as to be actually received within fourteen (14) days after the service thereof, the OCP List as modified will be deemed approved by the Court in accordance with the provisions of this Motion and without the need for a hearing or further Court order. Any Ordinary Course Professionals retained

pursuant to the OCP List Supplement will be paid in accordance with the terms and conditions set forth in these Procedures.

h. Beginning with the quarter ending March 31, 2026, and for each quarter thereafter during which these chapter 11 cases are pending, the Debtors will file with the Court and serve on the other Reviewing Parties, no later than thirty (30) days after the end of such quarter, a statement that will include the following information for each Ordinary Course Professional: (i) the name of the Ordinary Course Professional; (ii) the amounts paid as compensation for services rendered and reimbursement of expenses incurred by the Ordinary Course Professional during the reported quarter broken down by month; (iii) the cumulative amounts paid as compensation for services rendered and reimbursement of expenses incurred by the Ordinary Course Professional from the Petition Date through the end of the reported quarter; and (iv) a general description of services rendered by such Ordinary Course Professional.

i. All payments to Ordinary Course Professionals will be subject to sections 328(c) and 330 of the Bankruptcy Code.

j. All non-attorney Ordinary Course Professionals will, once their employment is effective pursuant to the proposed order, be deemed to have waived any and all pre-petition claims they may have against the Debtors and their estates and must include a statement of disinterestedness in their Declaration.

3. In the event that the Ordinary Course Professional seeks reimbursement from the Debtors for attorneys' fees and expenses in connection with the payment of an indemnity claim pursuant to the OCP Agreement, the invoices and supporting time records for the attorneys' fees and expenses shall be included in the Ordinary Course Professional's own applications, both interim and final, but determined by this Court after notice and a hearing:

a. The Ordinary Course Professional shall not be entitled to indemnification, contribution, or reimbursement pursuant to the OCP Agreement for services other than the services provided under the OCP Agreement, unless such services and the indemnification, contribution, or reimbursement are approved by this Court.

b. Notwithstanding anything to the contrary in the OCP Agreement, the Debtors shall have no obligation to indemnify the Ordinary Course Professional, or provide contribution or reimbursement to the Ordinary Course Professional, for any claim or expense that is either: (i) judicially determined (the determination having become final) to have arisen from the Ordinary Course Professional's gross negligence, willful misconduct, fraud, self-dealing (if found to be applicable), bad faith, or breach of fiduciary duty

(if any); (ii) for a contractual dispute in which the Debtors allege the breach of the Ordinary Course Professional's contractual obligations if this Court determines that indemnification, contribution, or reimbursement would not be permissible under applicable law; (iii) of any type for which this Court determines that indemnification, contribution, or reimbursement would not be permissible; or (iv) settled prior to a judicial determination under (i) or (ii), but determined by this Court, after notice and a hearing, to be a claim or expense for which the Ordinary Course Professional should not receive indemnity, contribution, or reimbursement under the terms of the OCP Agreement as modified by this Court.

c. If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in these cases (that order having become a final order no longer subject to appeal), or (ii) the entry of an order closing these chapter 11 cases, the Ordinary Course Professional believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution, or reimbursement obligations under the OCP Agreement (as modified by this Order), including the advancement of defense costs, the Ordinary Course Professional must file an application therefor in this Court, and the Debtors may not pay any such amounts to the Ordinary Course Professional before the entry of an order by this Court approving the payment. All parties in interest shall retain the right to object to any demand by the Ordinary Course Professional for indemnification, contribution, or reimbursement. In the event that the Ordinary Course Professional seeks reimbursement from the Debtors for attorneys' fees and expenses in connection with the payment of an indemnity claim pursuant to the OCP Agreement, the invoices and supporting time records for the attorneys' fees and expenses shall be included in the Ordinary Course Professional's own applications, both interim and final, but determined by this Court after notice and a hearing.

4. The OCP Declaration, substantially in form attached hereto as **Exhibit 1**, is approved.

5. The entry of this Order and approval of the Procedures does not affect the Debtors' right to (i) dispute any invoice submitted by an Ordinary Course Professional and (ii) retain additional Ordinary Course Professionals from time to time as the need arises, and the Debtors reserve all of their rights with respect thereto.

6. Nothing in this Order shall authorize the retention or payment of any non-attorney professional who has a pre-petition claim against the Debtors.

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

8. Nothing in this Order is or should be construed as: (a) an admission as to the validity of any claim against the Debtors, (b) a waiver of the Debtors' or any other party in interest's rights to dispute the amount of, basis for, or validity of any claim against the Debtors, (c) a waiver of any claims or causes of action that may exist against any creditor or interest holder, (d) a promise to pay any claim, (e) an approval, assumption, adoption, or rejection of any agreement, contract, program, policy, or lease between the Debtors and any third party under section 365 of the Bankruptcy Code, (f) a waiver of the obligation of any party in interest to file a proof of claim, or (g) otherwise affecting the Debtors' rights under section 365 of the Bankruptcy Code to assume or reject any executory contract or unexpired lease. Any payment made pursuant to this Order is not an admission as to the validity of any claim or a waiver of the Debtors' rights to dispute any claim.

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

Signed: February 18, 2026

Christopher Lopez
United States Bankruptcy Judge