Docket #0307 Date Filed: 07/10/2026
United States Bankruptcy Court
Southern District of Texas
ENTERED
July 10, 2026
Nathan Ochsner, Clerk

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

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

ORDER (I) AUTHORIZING THE RETENTION AND EMPLOYMENT OF CITTA BROKERAGE COMPANY AS DUTY DRAWBACK BROKER UNDER §§ 327 AND 1107, AND (II) APPROVING THE TERMS AND CONDITIONS OF CITTA'S COMPENSATION UNDER § 328

Upon the Application (the "Application")[2] of the above-captioned debtors and debtors in possession (each a "Debtor" and collectively, the "Debtors") in the above-captioned chapter 11 cases (these "Chapter 11 Cases"), for entry of an order pursuant to Sections 327(a), 328(a), and 1107(a) of Title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the "Bankruptcy Code"), authorizing the Debtors to retain and employ CITTA Brokerage Company ("CITTA") as duty drawback broker and approving the terms and conditions of CITTA's compensation and the Service Agreement (as defined in the Application) under section 328(a) of the Bankruptcy Code; and upon the accompanying Declaration of Sydnee Morfin-Goodell in support of the Application (the "Morfin-Goodell Declaration"); and the Court being satisfied based on the representations made in the Application and the Morfin-Goodell Declaration that CITTA does not hold or represent an interest adverse to the Debtors' estates, that CITTA is a "disinterested person" as that term is defined under sections 101(14) and 1107(b) of the Bankruptcy Code; and the Court finding

[1] The Debtors in these chapter 11 cases (the "Chapter 11 Cases") and the last four digits of each Debtor's taxpayer identification number are: Ample, Inc. (4015) and Ample Texas EV, LLC (6832). A copy of this Order is available on (a) the Court's website, at www.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 defined in this Order have the meaning given such terms in the Application.

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that (a) it has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, (b) this matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2), (c) notice of the Application was due and proper under the circumstances, and (d) the terms and conditions of CITTA's compensation set forth in the Service Agreement, including the eighteen percent (18%) contingency fee, are reasonable terms and conditions of employment under section 328(a) of the Bankruptcy Code; and after due deliberation, and finding good and sufficient cause appearing therefore, **IT IS HEREBY ORDERED THAT**:

1. The Application is **GRANTED** as set forth herein.

2. In accordance with sections 327(a), 328, and 1107(a) of the Bankruptcy Code, the Debtors are authorized to retain and employ CITTA as their duty drawback broker on the terms set forth in the Application (which terms and conditions are incorporated as though fully set forth herein) and the Morfin-Goodell Declaration, effective as of entry of this Order and execution of the Service Agreement.

3. As provided for by section 328(a) of the Bankruptcy Code, the terms and conditions of CITTA's compensation set forth in the Service Agreement, including the contingency fee equal to eighteen percent (18%) of all gross savings and/or refunds realized for the Debtors by CITTA, are hereby approved as reasonable terms and conditions of employment.

4. The Debtors are authorized to execute the Service Agreement, substantially in the form attached as Exhibit 1 to the Morfin-Goodell Declaration, and the Power of Attorney, substantially in the form attached as Exhibit 2 to the Morfin-Goodell Declaration, following entry of this Order.

5. CITTA is authorized to provide the Debtors with professional services as described in the Application, which may include, without limitation, the following:

a. providing duty drawback consultation, documentation and filing services required for duty drawback claims, including drawback entry preparation, filing, and related communication with relevant authorities;

b. monitoring the status of duty drawback claims submitted on behalf of the Debtors, tracking the progress of claim processing, and promptly communicating any updates or requirements to the Debtors;

c. providing additional advisory services related to duty drawback, including but not limited to tariff classification, valuation, and customs compliance, upon request by the Debtors;

d. providing tax-consulting services of identifying and managing opportunities wherein tax savings can be realized, including appraising property, securing certified documentation and applicable interpretations of tax codes from the United States Customs Service, representing the Debtors in the capacity of a customhouse broker before the United States Customs Service, researching and preparing comparative analyses, and pursuing and applying rulings of precedence and changes in federal import-export tax laws;

e. analysis and implementation of reduction, elimination, or refund of duties and Internal Revenue Service taxes paid through the federal customs system;

f. liaising with CBP regarding the processing and status of duty drawback claims and responding to any CBP inquiries or requests for additional documentation related to the claims; and

g. performing all other duty drawback-related services for and on behalf of the Debtors that may be necessary or appropriate to maximize the recovery of duty drawback refunds, subject to the scope of services agreed upon in writing by both parties.

6. CITTA shall not be required to maintain time records or to file interim or final fee applications with the Court. Upon the conclusion of the term of the Service Agreement, or at such earlier time following CITTA's completion of its services thereunder, CITTA shall prepare, and the Debtors shall file, a report (the "Final Report") with the Court that identifies (i) the duty drawback claims filed by CITTA on behalf of the Debtors, (ii) the refunds or savings realized from such claims, and (iii) the fees and reimbursement of expenses deducted by CITTA with respect to each claim (or in the aggregate with respect to expenses if not directly incurred in connection with

a specific claim). The Final Report shall be subject to review by the Court, and the rights of any party in interest and the U.S. Trustee to object to the Final Report are reserved.

7. The Debtors and CITTA are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Application.

8. Notice of the Application is deemed to be good and sufficient notice of such Application, and the requirements of the Local Rules are satisfied by the contents of the Application.

9. The terms and conditions of this Order shall be effective and enforceable immediately upon its entry.

10. To the extent of any inconsistency between this Order, the Application, the Service Agreement, and the Power of Attorney, the terms of this Order shall govern.

11. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation of this Order.

Signed: July 10, 2026

Christopher Lopez
United States Bankruptcy Judge