Docket #0006 Date Filed: 3/5/2026

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

In re:	)	Chapter 11
CUMULUS MEDIA INC., *et al.*,[1]	)	Case No. 26-90346 (ARP)
Debtors.	)	(Joint Administration Requested)
	)	(Emergency Hearing Requested)

DEBTORS' EMERGENCY MOTION FOR ENTRY OF AN ORDER (I) AUTHORIZING THE DEBTORS TO (A) PAY PREPETITION EMPLOYEE WAGES, SALARIES, OTHER COMPENSATION, AND REIMBURSABLE EMPLOYEE EXPENSES AND (B) CONTINUE EMPLOYEE BENEFITS PROGRAMS, AND (II) GRANTING RELATED RELIEF

Emergency relief has been requested. Relief is requested not later than 2:00 p.m. (prevailing Central Time) on March 5, 2026.

If you object to the relief requested or you believe that emergency consideration is not warranted, you must appear at the hearing if one is set, or file a written response prior to the date that relief is requested in the preceding paragraph. Otherwise, the Court may treat the pleading as unopposed and grant the relief requested.

A hearing will be conducted on this matter on March 5, 2026 at 2:00 p.m. (prevailing Central Time) in Courtroom 400, 4th Floor, 515 Rusk Avenue, Houston, Texas 77002. Participation at the hearing will only be permitted by an audio and video connection.

Audio communication will be by use of the Court's dial-in facility. You may access the facility at (832) 917-1510. Once connected, you will be asked to enter the conference room number. Judge Perez's conference room number is 282694. Video communication will be by use of the GoTo platform. Connect via the free GoTo application or click the link on Judge Perez's home page. The meeting code is "JudgePerez". Click the settings icon in the upper right corner and enter your name under the personal information setting.

Hearing appearances must be made electronically in advance of both electronic and in-person hearings. To make your appearance, click the "Electronic Appearance" link on Judge Perez's home page. Select the case name, complete the required fields and click "submit" to complete your appearance.

[1] A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at: www.veritaglobal.net/cumulusmedia. The Debtors' service address for purposes of these chapter 11 cases is: 780 Johnson Ferry Road, N.E., Suite 500, Atlanta, Georgia 30342.

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The above-captioned debtors and debtors in possession (collectively, the "Debtors") respectfully state as follows in support of this motion:

Relief Requested

1. The Debtors seek entry of an order, substantially in the form attached hereto (the "Proposed Order"), (a) authorizing, but not directing, the Debtors to (i) pay prepetition wages and other workforce obligations and (ii) continue employee benefits programs in the ordinary course, including payment of certain prepetition obligations related thereto, and (b) granting related relief.

Jurisdiction and Venue

2. The United States Bankruptcy Court for the Southern District of Texas (the "Court") has jurisdiction over this matter pursuant to 28 U.S.C. § 1334 and the *Amended Standing Order of Reference from the United States District Court for the Southern District of Texas*, dated May 24, 2012 (the "Amended Standing Order"). This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b). The Debtors confirm their consent to the entry of a final order by the Court.

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

4. The statutory bases for the relief requested herein are sections 105(a), 363(b), 507(a), 541(b), 1107(a) and 1108 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the "Bankruptcy Code"), rules 6003 and 6004 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), rule 9013-1 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 March 4, 2026 (the "Petition Date"), the Debtors commenced filing voluntary petitions for relief under chapter 11 of the Bankruptcy Code. The Debtors are operating their business and managing their properties as debtors in possession under sections 1107(a) and 1108 of the Bankruptcy Code. The Debtors have contemporaneously filed a motion requesting procedural consolidation and joint administration of their chapter 11 cases pursuant to Bankruptcy Rule 1015(b). No request for the appointment of a trustee or examiner has been made in these chapter 11 cases, and no official committees have been appointed or designated.

6. A detailed description of the Debtors and their business, including the facts and circumstances giving rise to these chapter 11 cases, is set forth in the *Declaration of Francisco J. Lopez-Balboa in Support of Chapter 11 Petitions and First Day Motions* (the "First Day Declaration"), filed contemporaneously herewith and incorporated herein by reference.[2]

The Debtors' Workforce

7. As of the Petition Date, the Debtors employ approximately 3,000 individuals, including approximately 2,000 full-time employees (the "Full-Time Employees") and approximately 1,000 part-time employees (the "Part-Time Employees," and together with the Full-Time Employees, the "Employees").[3] Approximately 100 of the Employees are covered by one of the Debtors' eight collective bargaining agreements (collectively, the "CBAs," and such

[2] Capitalized terms used but not defined in this motion have the meanings ascribed to them in the First Day Declaration.

[3] The Debtors classify an Employee as a Full-Time Employee if such Employee works a minimum of 30 hours per week on a regular and ongoing basis. By contrast, Employees working fewer than 30 hours per week on a regular and ongoing basis are classified as Part-Time Employees.

employees, the "Union Employees").[4] Obligations unique to the Union Employees are described in more detail below.

8. The Debtors' Employees perform a variety of functions critical to the operations of the Debtors' commercial radio stations, broadcasting, and the production of syndicated radio, podcast, and other media content that the Debtors distribute to their network of affiliates. These functions are primarily related to radio and other media programming, broadcast, production, engineering and market research; sales and promotions; the provision of customer services; and accounting, finance, human resources, and general management services. The Employees' skills and their knowledge and understanding of the Debtors' operations, customer relations, and infrastructure are essential to the effective operation of the Debtors' business.

9. The Debtors supplement their Employee workforce by engaging independent contractors (the "Independent Contractors") for a variety of tasks across all levels of the Debtors' corporate structure. The Debtors retain approximately 100 to 200 Independent Contractors at any given time.[5]

10. Independent Contractors comprise an extremely valuable segment of the Debtors' workforce, providing media programming, accounting, IT, engineering, and general administrative services in connection with the Debtors' operations. The Independent Contractors provide services

[4] Effective November 11, 2025, the Debtors' collective bargaining agreement covering engineers employed by Debtor Westwood One, Inc was terminated. However, certain of the operative provisions in such collective bargaining agreement remain in effect through November 11, 2026. Out of an abundance of caution, the Debtors request, to the extent necessary, that the relief sought herein in respect of the CBAs be extended to the operative provisions of the terminated collective bargaining agreement.

[5] The Debtors also retain a number of radio personalities and specialized broadcasting talent on an independent contractor basis (collectively, the "On-Air Talent"). The Debtors are not requesting relief in connection with the On-Air Talent in this motion. Contemporaneously herewith, the Debtors have filed the *Debtors' Emergency Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to Pay or Honor (A) Prepetition On-Air Talent and Programming Claims and Obligations, and (B) Other Prepetition Trade Creditor Obligations, and (II) Granting Related Relief* in which they request relief related thereto.

on a number of different metrics, including project specific engagements (*e.g.*, software installation and launch projects) and more general corporate functions (*e.g.*, executive consulting services or accounting and/or information technology support).

11. The vast majority of the Employees and Independent Contractors rely on their Compensation and Benefits (as defined below) to pay their daily living expenses and support their families. These workers will be subject to severe financial constraints if the Debtors are not permitted to pay prepetition wages and other workforce obligations and to continue paying their compensation and providing health and other benefits during the pendency of these chapter 11 cases. Consequently, the Debtors respectfully submit that the relief requested herein is necessary and appropriate due to the facts and circumstances of these chapter 11 cases.[6]

Compensation and Benefits

12. To minimize the personal hardship the Employees and Independent Contractors could suffer if prepetition obligations related to Employees and Independent Contractors are not paid when due, and to maintain stability in the Debtors' workforce during the administration of these chapter 11 cases, the Debtors seek the authority, but not the direction, to pay and honor certain prepetition claims relating to, among other things, wages, salaries, commissions, expense reimbursements, and other compensation, payroll services, federal and state withholding taxes and other amounts withheld (including garnishments, insurance premiums, flex spending account contributions, health savings account contributions, taxes, and 401(k) contributions), health insurance, paid leave, life and accidental death and dismemberment insurance, short- and long-term disability coverage, and other benefits, programs, and policies that the Debtors have

[6] For the avoidance of doubt, the Debtors only seek authority to pay employee and independent contractor related obligations applicable to the Employees and Independent Contractors of the Debtors.

historically directly or indirectly provided to the Debtors' Employees, Independent Contractors, and Independent Directors (as defined herein), in each case, in the ordinary course of business (collectively, the "Compensation and Benefits"). The Debtors are also seeking authority to pay all costs incidental to the Compensation and Benefits.

13. Specifically, the Debtors seek authorization to make the following payments related to prepetition amounts owed on account of the Compensation and Benefits:

Compensation and Benefits Category	**Amount**
Compensation	
Unpaid Employee Wages	$5,500,000
Unpaid Payroll Taxes	$1,700,000
Unpaid Employee Commissions	$5,400,000
Unpaid Independent Contractor Compensation	$0
Unpaid Independent Director Compensation	$0
Outstanding Reimbursable Expenses	$200,000
Purchasing Power Program Obligations	$10,000
Payroll Servicer Fee Obligations	$68,000
Unpaid Paid Time Off Obligations	$5,000,000
Unpaid Severance Obligations	$111,000
Employee Incentive Programs Obligations	$0
Unpaid 401(k) Plan Obligations	$500,000
Outstanding Union Expenses	$7,000

Benefits	
Medical Plan Obligations	$1,300,000
Life Insurance and Disability Obligations	$39,000
Dental and Vision Plan Obligations	$50,000
HSA and FSA Obligations	$74,000
Other Benefits Obligations[7]	$33,000

14. Additionally, out of an abundance of caution, the Debtors request confirmation of their right to modify, change, and/or discontinue any of their Compensation and Benefits and/or to implement new programs, policies, and benefits in the ordinary course of business on a postpetition basis during these chapter 11 cases and without the need for further Court approval, subject to the Bankruptcy Code and applicable law.

15. As of the Petition Date, the Debtors do not believe that there are any Employees or Independent Contractors that are owed prepetition Compensation and Benefits in excess of $17,150, the priority compensation and benefits cap set forth by sections 507(a)(4) and 507(a)(5) of the Bankruptcy Code (the "Priority Cap"). For the avoidance of doubt, should the Debtors seek to pay prepetition Compensation and Benefits to any Employee or Independent Contractor in excess of the $17,150 priority compensation and benefits cap imposed by section 507(a)(4) of the Bankruptcy Code, the Debtors shall seek such relief pursuant to a separate motion.

[7] The "Other Benefits Obligations" line item reflects miscellaneous employee benefit programs and administration costs not otherwise captured in the categories above, including costs related to the provision of COBRA benefits and the costs of administering the Additional Benefits Programs (as defined and as discussed in greater detail below).

I. Workforce Compensation

16. In the ordinary course of business, the Debtors incur obligations in connection with their workforce compensation (collectively, the "Workforce Compensation" and the Debtors' obligations related thereto, as described in section I.A through section I.K hereof, the "Workforce Compensation Obligations"), each of which is described in greater detail below.

17. In the ordinary course of business, the Debtors incur "Payroll Obligations," which include: (a) workforce compensation obligations, including wages, salaries, commissions, and overtime compensation, as applicable; (b) obligations to reimburse certain expenses; (c) obligations arising in connection with the Debtors' Purchasing Power Program (as defined below); and (d) obligations related to payroll deductions and withholdings.

18. The Debtors' average Payroll Obligations total approximately $21.2 million per month, net of the Payroll Taxes (as defined below). By this motion, the Debtors request authority to pay all Payroll Obligations that are accrued and outstanding as of the Petition Date and to continue to pay their Payroll Obligations as they come due during the chapter 11 cases in the ordinary course of business consistent with past practice.

A. Wages and Compensation

(i) Employee Wages

19. In the ordinary course of business, the Debtors incur Payroll Obligations on account of the wages, salaries, and other compensation owed to their Employees (the "Employee Wages"). The Debtors pay their Employees on a weekly, bi-weekly, or semi-monthly basis. Even though the Debtors have funded their payroll processor for Employee Wages accrued in February 2026, because their Employees are paid in arrears, some Employees may be owed Employee Wages that accrued prepetition and remained unpaid as of the Petition Date. The Debtors estimate that approximately $5.5 million in accrued and unpaid Employee Wages are outstanding as of the

Petition Date (the "Unpaid Employee Wages"). As described above, nonpayment of the Unpaid Employee Wages could cause affected Employees to experience substantial financial hardship. In light of the substantial benefit the Employees provide to the Debtors' estates, the Debtors seek authority to pay any Unpaid Employee Wages in the ordinary course of business consistent with past practice and to continue honoring obligations related to the Employee Wages postpetition in the ordinary course of business.

(ii) Employee Commissions

20. About 500 Employees in the sales department earn commissions, sometimes along with base Employee Wages (the "Commissions"). [8] The Debtors' Commissions-based pay structure motivates sales personnel to meet defined sales targets, and Commissions constitute part of these Employees' ordinary course compensation on which such Employees depend.

21. Commissions are paid on account of billings and are typically paid by the Debtors on the 15th day of the month that follows the month in which an Employee earned their Commission. In certain markets, however, the Debtors pay Commissions on the 15th and 30th of the month that follows the month in which such Commission is earned. Because their Employees are paid in arrears, some Employees may be owed amounts for Commissions that accrued prepetition and remained unpaid as of the Petition Date. The Debtors estimate that approximately $5.4 million in accrued and unpaid Commissions are outstanding as of the Petition Date (the "Unpaid Employee Commissions").

22. By this motion, the Debtors seek authority to pay their Employees any Commissions (including any Unpaid Employee Commissions) in the ordinary course of business

[8] The Debtors' compensation structure includes both base-plus-Commissions positions and 100% commissions-based roles.

consistent with past practice and to continue honoring the Commission program in the ordinary course of business during the pendency of the chapter 11 cases.

(iii) Independent Contractor Compensation

23. On average, the Debtors pay approximately $1.0 million per month for services rendered by Independent Contractors (the "Independent Contractor Compensation"). As of the Petition Date, the Debtors estimate that no Independent Contractor Compensation obligations are accrued and outstanding (the "Unpaid Independent Contractor Compensation").

24. The Debtors request authority, but not direction, to (a) continue to make all payments on account of Independent Contractor Compensation as they become due and payable postpetition in the ordinary course of business and (b) continue to conduct business with the Independent Contractors in the ordinary course of business during the pendency of the chapter 11 cases.

B. Reimbursable Expenses

25. In the ordinary course of their business, the Debtors reimburse Employees, Independent Contractors, and members of Debtor Cumulus Media Inc.'s board of directors (collectively, the "Board," and each a "Director") for approved expenses incurred by such individuals in the scope of their employment and on behalf of the Debtors (the "Reimbursable Expenses"). The Reimbursable Expenses include, without limitation, certain business related travel expenses such as meals, hotels, flights, and car rentals, and certain pre-approved technology expenses.[9] In 2025, the Debtors paid an average of $200,000 in Reimbursable Expenses per month.

[9] The Debtors reserve the right to modify their prepetition policies relating to the Reimbursable Expenses as they deem appropriate.

26. Employees, Independent Contractors, and Directors must submit an expense report with appropriate supporting documentation for all Reimbursable Expenses. Expense reports are processed within five (5) business days of receipt. Although the Debtors request that reimbursement requests be promptly submitted, requests are often submitted several days or weeks after the incurrence of the underlying Reimbursable Expense. In addition, certain Employees pay for the Reimbursable Expenses with their American Express corporate credit cards. American Express then invoices the Debtors directly for these charges and, following the Debtors' review of such invoices, the Debtors pay such charges directly to American Express (the "Credit Card Program").[10]

27. Employees, Independent Contractors, and Directors incur the Reimbursable Expenses as business expenses on the Debtors' behalf and with the understanding that they will be reimbursed. Accordingly, to avoid financial harm to the Employees, Independent Contractors, and Directors who incurred Reimbursable Expenses, the Debtors request authority to continue reimbursing the Reimbursable Expenses in accordance with their prepetition practices.

28. Because individuals with Reimbursable Expenses may have expenses which they have not yet submitted for processing, the Debtors cannot state exactly how much in accrued but unpaid Reimbursable Expenses exist as of the Petition Date. As of the Petition Date, the Debtors estimate that they owe approximately $200,000 in accrued and unpaid Reimbursable Expenses.

[10] The Debtors are seeking relief to pay any amounts due on account of, and to continue in the ordinary course of business, their Credit Card Program in the *Debtors' Emergency Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Continue to Operate Their Cash Management System, (B) Honor Certain Prepetition Obligations Related Thereto, (C) Maintain Existing Business Forms and Books and Records, and (D) Continue Intercompany Transactions and (II) Granting Related Relief,* filed contemporaneously herewith.

29. By this motion, the Debtors request the authority to pay all accrued but unpaid prepetition Reimbursable Expenses and to continue paying the Reimbursable Expenses postpetition in the ordinary course of business and consistent with their prepetition practices.

C. Purchasing Power Program

30. The Debtors also offer eligible Employees the opportunity to participate in a program pursuant to which eligible Employees can finance the purchase of certain large consumer items, such as a computer or appliance at discounted prices via payroll deductions (the "Purchasing Power Program"). Under the Purchasing Power Program, the Debtors withhold amounts from the participating Employees' wages and remit such withholdings in payment of the selected consumer item. The Debtors do not fund or contribute to the Purchasing Power Program.

31. As of the Petition Date, approximately $10,000 in withheld but unremitted amounts are outstanding under the Purchasing Power Program. By this motion, the Debtors request the authority to pay all prepetition unremitted amounts they have withheld under the Purchasing Power Program and to apply such amounts, and otherwise continue the Purchasing Power Program, postpetition in the ordinary course.

D. Deductions and Withholdings

(i) Deductions

32. During each pay period, the Debtors deduct certain amounts from paychecks, including: (a) garnishments, child support and similar deductions and (b) other pre-tax and after-tax deductions payable pursuant to certain of the Employee benefit plans discussed herein (such as 401(k) contributions, health plans, flexible spending accounts (the "FSA Plans"), and premiums for life and disability insurance) (collectively, the "Deductions"). The Debtors forward the amount of the Deductions to the appropriate third party recipients. As of the Petition Date, the Debtors believe that substantially all Deductions have been remitted to the appropriate third party

recipients. The Debtors seek authority to continue to make and forward Deductions in the ordinary course and consistent with past practice to the applicable third party recipients postpetition, and to remit any Deductions to the extent any Deductions collected prepetition are in the Debtors' possession as of the Petition Date.

(ii) Mandatory Government Withholdings

33. The Debtors are required by law to withhold from an Employee's wages amounts related to federal, state and local income taxes, social security and Medicare taxes, and mandatory state driven withholdings some of which are described in other parts of this motion, in each case for remittance to the appropriate federal, state, or local authorities (collectively, the "Withheld Amounts"). The Debtors must then match from their own funds for certain of the Withheld Amounts, like social security and Medicare taxes and pay, based on a percentage of gross payroll, additional amounts for federal and state unemployment insurance (the "Employer Payroll Taxes," and together with the Withheld Amounts, the "Payroll Taxes").

34. On average, the Payroll Taxes total approximately $6.4 million per month. The Debtors estimate that approximately $1.7 million in accrued and unremitted Payroll Taxes will be outstanding as of the Petition Date. The Debtors seek authority to continue to make and forward Payroll Taxes in the ordinary course and consistent with past practice to the applicable third party recipients postpetition, and to remit any Payroll Taxes to the extent any Payroll Taxes collected prepetition are in the Debtors' possession as of the Petition Date.

E. Payroll Servicer Fees

35. OneSource Virtual ("OSV"), a third party payroll administrator, manages and processes the Debtors' payroll. As further described in the *Debtors' Emergency Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Continue to Operate Their Cash Management System, (B) Honor Certain Prepetition Obligations Related Thereto, (C) Maintain*

Existing Business Forms and Books and Records, and (D) Continue Intercompany Transactions and (II) Granting Related Relief, filed contemporaneously herewith, the Debtors fund their payroll accounts several days in advance of the applicable pay period. OSV then debits the Debtors' payroll accounts and funds the Payroll Obligations mostly by direct deposit, but in some cases, with respect to Employee Wages, by issuing paychecks. The Debtors do not independently administer their payroll, and rely entirely on the services of OSV for such services which are crucial to the smooth functioning of the Debtors' payroll system.

36. The Debtors pay OSV approximately $49,000 per month for the services OSV provides, which includes OSV's fees and expenses (the "Payroll Servicer Fees"). As of the Petition Date, the Debtors owe OSV approximately $68,000 in accrued and unpaid prepetition Payroll Servicer Fees. By this motion, the Debtors request authority to pay OSV its accrued and unpaid prepetition Payroll Servicer Fees, as well as any amounts that come due in the ordinary course of business postpetition.

F. Paid Time Off and Leaves of Absence

37. The Debtors provide paid time off to their Employees to cover, among other things, vacation, sick days, and holidays (collectively, the "Paid Time Off"). The amount of Paid Time Off available to a particular Employee is generally determined by (a) company policy, (b) reference to statutory requirements or the provisions of an applicable CBA, or (c) reference to the terms of an Employee's employment agreement.

38. Pursuant to the Debtors' current vacation policy, Full-Time Employees accrue vacation days as follows:

- 0.8333 days per month of continuous service (*i.e.*, two weeks per year) for Full-Time Employees with less than three years of full-time continuous service;

- 1.25 days per month of continuous service (*i.e.*, three weeks per year) for Full-Time Employees with three years of full-time continuous service; and
- 1.667 days per month of continuous service (*i.e.*, four weeks per year) for Full-Time Employees with ten or more years of continuous full-time service.

39. Salaried Full-Time Employees and Full-Time Employees whose compensation structure includes a base salary and commissions-based earnings are entitled to Paid Time Off on account of their accrued but unused vacation days. Conversely, Full-Time Employees that exclusively earn Commission Compensation are entitled to *unpaid* vacation days on the same accrual schedule as salaried Full-Time Employees. An Employee's unused vacation days at the end of each calendar year are forfeited, except as required by local law or pursuant to the terms of an applicable CBA. Full-Time Employees who leave the Debtors' employ are paid any earned but unused Paid Time Off, if any, in a final paycheck, or otherwise as required by local law.

40. Employees are also provided up to three days of paid bereavement leave per bereavement event. Bereavement days are to be used for bereavement or condolence of an immediate family member (spouse, registered domestic partner, parent, step-parent, mother- or father-in-law, legal guardian, grandparent, child, step-child, grandchild, legal ward, or sibling). Bereavement days do not accumulate or roll over into the next calendar year. Finally, the Debtors' Paid Time Off obligations include paid leaves of absence to the extent such paid leaves are legally required over and above the Paid Time Off.

41. As of the Petition Date, the Debtors estimate that approximately $5.0 million in earned but unpaid Paid Time Off has accrued ("Unpaid Paid Time Off Obligations"). By this motion, the Debtors request that they be authorized, but not directed, to continue to honor their Paid Time Off obligations in the ordinary course of business and consistent with past practice, and

to honor and, when applicable, pay any prepetition amounts that have accrued as and when it becomes due.

G. Non-Insider Severance Practice

42. In the ordinary course of business, the Debtors adhere to certain severance practices for the benefit of certain non-executive, non-insider Employees (the "Non-Insider Severance Practice") which can be adjusted on a discretionary basis.[11] Non-insider Employees are eligible for severance benefits when they are terminated due to a workforce adjustment and are not relieved of their duties for cause. Generally, in the case of involuntary separations and to the extent alternative arrangements are not contracted for in an applicable CBA and/or Employee's employment agreement with the Debtors, the Debtors provide an Employee with severance in the form of one week of compensation for every year of full-time continuous employment, subject to a two-week minimum and an eight-week cap. For larger operational restructurings, the Debtors' standard practice is to provide up to a maximum of 12 weeks' compensation to severed Employees.

43. The Debtors' ability to pay and provide severance amounts has been critical to maintaining Employee morale and loyalty. Increased instability in the Debtors' workforce will only undermine the Debtors' ability to strengthen their financial and operational foundation, to generate growth, and to be positioned for long-term success. As a condition to receiving benefits pursuant to the Non-Insider Severance Practice, the Debtors typically require that each Employee execute a release agreement, whereby such Employee releases any claims they may hold against the Debtors. The Debtors believe that the Non-Insider Severance Practice reduces the time and

[11] The relief sought under this motion with respect to the Non-Insider Severance Practice does not include the payment of any obligations to an "insider" (as that term is defined in section 101(31) of the Bankruptcy Code, the "Insiders"). The Debtors may seek separate authority with respect to such parties and reserve all rights with respect to the "insider" status of such parties.

expense that would otherwise be spent defending against the assertion of claims that could be brought by an aggrieved, severed Employee.

44. In the last 12 months, the Debtors have paid approximately $3.2 million to former Employees under the Non-Insider Severance Practice. The Debtors believe that there is approximately $111,000 in accrued obligations under the Non-Insider Severance Practice that will come due shortly following the Petition Date (the "Unpaid Severance Obligations"). Further, two non-Insider Employees who are owed Unpaid Severance Obligations are owed amounts in excess of the Priority Cap.

45. By this motion, the Debtors seek authority to pay all obligations under their Non-Insider Severance Practice (including the Unpaid Severance Obligations) as they come due postpetition in the ordinary course and consistent with past practice, including payments on account of the Unpaid Severance Obligations that exceed the Priority Cap, consistent with applicable law and the Debtors' prepetition practices, policies, and agreements.[12]

H. Employee Incentive Programs[13]

(i) Short-Term Incentive Compensation Programs

46. In the ordinary course of business, to encourage and reward outstanding performance, the Debtors offer eligible Employees (and other members of their workforce) the opportunity to earn bonuses, or the "at risk" portion of such individual's wages, by way of various short-term incentive and bonus programs pursuant to which such individuals are eligible to earn

[12] The Debtors seek authority to pay any prepetition amounts owed on account of the Non-Insider Severance Practice (including the Unpaid Severance Obligations) out of an abundance of caution and nothing in this motion or any related order should be construed as an admission or agreement as to the prepetition nature of any claim arising under the Non-Insider Severance Practice.

[13] By this motion, the Debtors do not seek authority to pay any amounts to insiders under the Employee Incentive Programs (as defined below), but the Debtors reserve the right to seek such authority during these chapter 11 cases by separate motion.

awards or additional compensation, either in whole or in part, based on certain individual and/or business targets.

a. The Annual-Quarterly Incentive Plan

47. The Debtors offer bonuses to Employees based on quarterly and annual performance goals pursuant to an annual-quarterly incentive plan (the "QIP").[14]

48. Under the QIP, certain eligible Employees, including both Insiders and non-Insiders, may receive cash incentive awards. The amount an eligible Employee receives under the QIP is calculated as a percentage of such Employee's salary and is based on the achievement of certain EBITDA targets during the applicable plan year. Awards under the QIP are payable as follows: (a) 50% is payable in four quarterly installments based upon the company's actual cumulative quarterly performance, and (b) the remaining 50%, and any true-up to reflect the company's actual annual results, is payable at year-end. While the Debtors do not believe that any amounts under the QIP are due and payable as of the Petition Date, by this motion, the Debtors seek authority to pay amounts accrued but unpaid on account of the QIP to non- Insiders as they become due in the ordinary course.

b. Corporate Incentive Compensation Programs

49. As is common practice in the Debtors' industry, the Debtors align the interests of key members of their corporate staff with the Debtors' overall success through an "at risk" compensation program based on the achievement of Board-approved quarterly and annual EBITDA targets at the consolidated company level and/or Westwood One divisional level, as applicable, depending on the scope of the eligible Employee's role (the "Corporate Incentive

[14] In addition to the QIP, the Debtors also offer performance based compensation under a long-term incentive plan, which is described in greater detail below.

Compensation Programs"). Payments under the Corporate Incentive Compensation Programs, which cover individuals in the Debtors' corporate programming, finance and accounting, information technology, human resources, marketing and legal departments, may also depend on individual metrics, as is the case for eligible Employees in programming roles who are measured by the performance of those stations.

50. The vast majority of the payments under the Corporate Incentive Compensation Programs are paid annually based on the Debtors' achievement of applicable EBITDA targets. Variations in payout timing exist; for example, a small number of corporate staff Employees, such as those within the programming area who have specific performance goals as part of their incentive compensation payment formulas, receive quarterly payments.

51. The Corporate Incentive Compensation Programs have been in place for years. The Debtors employ approximately 140 individuals that participate in the Corporate Incentive Compensation Programs. While the Debtors do not believe that any amounts under the Corporate Incentive Compensation Programs are due and payable as of the Petition Date, by this motion, the Debtors seek authority to any pay amounts accrued but unpaid on account of the Corporate Incentive Compensation Programs to non-Insiders as they become due in the ordinary course.

c. Market Manager Compensation Programs

52. The Debtors operate their business across numerous discrete markets, each of which has unique programming, customer demographics, and competitive and operational challenges. Market managers are responsible for overseeing the Debtors' business in these markets and ensuring that the Debtors operate in a manner which maximizes results for each specific market. To align compensation with performance, as part of their employment agreements, most of the Debtors' market leadership Employees (such Employees, collectively, the

"Market Managers") are eligible to participate in a program that has an "at risk" compensation feature (the "Market Manager Incentive Compensation Program") based on the following standard formula: (a) 50% of total bonus opportunity, which is an amount equal to 4.125% or 5.5% of annual salary payable quarterly based on the achievement of quarterly market-level EBITDA targets; and (b) 50% of total bonus opportunity, which is an amount equal to 16.5% or 22% of annual salary payable annually based on the achievement of annual market-level EBITDA targets.

53. EBITDA targets for each market are defined in the Debtors' annual budgeting process and approximately 54 Market Managers are eligible to participate in the Market Manager Incentive Compensation Programs which are based on these targets. While the Debtors do not believe that any amounts under the Market Manager Incentive Compensation Program are due and payable as of the Petition Date, by this motion, the Debtors seek authority to pay amounts accrued but unpaid on account of the Market Manager Incentive Compensation Program to non-Insiders as they become due in the ordinary course.

d. Sales Management Compensation Programs

54. The Debtors derive almost all of their revenue from advertising sales. Accordingly, the Debtors rely heavily on a talented and focused sales personnel. As is common in many industries, including the broadcast media industry, the Debtors incentivize their sales leaders through programs based on achieving various sales targets (the "Sales Management Incentive Compensation Programs"). To that end, a portion of the sales managers' compensation is "at risk" compensation that generally adheres to the following core principles: (a) revenue-incentive formulas drive overall top-line success; (b) formulas are set for each individual; (c) sales targets/goals are set at the station and/or cluster/market level; and (d) monthly and quarterly

payments reward short and longer-term sales performance along with a recapture opportunity of lost shorter-term amounts if quarterly and/or annual targets are achieved.

55. The Sales Management Incentive Compensation Programs have been in place in one form or another for nearly two decades and are extremely common in the broadcast and broadcast network media industries. The Debtors employ approximately 131 sales management personnel that are eligible for incentive payments through performance-based Sales Management Incentive Compensation Programs in addition to their base salary. While the Debtors do not believe that any amounts under the Sales Management Incentive Compensation Programs are due and payable as of the Petition Date, by this motion, the Debtors seek authority to pay amounts accrued but unpaid on account of the Sales Management Incentive Compensation Programs to non-Insiders as they become due in the ordinary course and consistent with past practice.

e. Programming Management Incentive Compensation Programs

56. The quality and appeal of the Debtors' programming drive the value of their advertising by affecting the Debtors' listenership and, thereby, the reach they offer advertisers, which in turn, directly impacts the Debtors' revenue. The Debtors accordingly recognize the importance of programming talent and management and link certain programming compensation to the success of the programming content. Indeed, the Debtors have had some form of Programming Management Incentive Compensation Program (as defined below) as part of their compensation packages for almost a decade. As is routine in the broadcasting industry, the Debtors' programming managers participate in a program under which their compensation includes an "at risk" component tied to cluster/market revenue (the "Programming Management Incentive Compensation Programs"). The Debtors generally measure performance under the Programming Management Incentive Compensation Programs based on measurable financial

targets tied to revenue. The Debtors employ approximately 480 programming Employees responsible for developing the programming and content on the Debtors' stations who are eligible to participate in the Programming Management Incentive Compensation Programs. While the Debtors do not believe that any amounts under the Programming Management Incentive Compensation Programs are due and payable as of the Petition Date, by this motion, the Debtors seek authority to pay amounts accrued but unpaid on account of the Programming Management Incentive Compensation Programs to non- Insiders as they become due in the ordinary course and consistent with past practice.

(ii) Long-Term Incentive Compensation Programs

57. The Debtors also offer performance based awards to eligible Employees pursuant to a long-term incentive plan (the "LTIP," and collectively with the other employee incentive program described in section H of this motion, the "Employee Incentive Programs").

58. Under the LTIP, certain eligible Employees, including both insiders and non-insiders, may receive cash incentive awards. Cash awards remain outstanding under the Company's 2023 through 2026 LTIP programs. For the Company's (a) 2023 and 2024 LTIP programs, 36% and 35%, respectively, of target long-term incentive ("LTI") value was generally delivered in the form of performance-based incentive cash awards ("CPUs") and 14% and 12%, respectively, of target LTI value was generally delivered in the form of time-based cash awards vesting over four years ("CTUs") and (b) 2025 and 2026 LTIP programs, 100% of target LTI value was delivered in the form of cash awards, with 50% delivered as CPUs and 50% delivered as CTUs. CPUs under the Company's (i) 2023 LTIP program vest 100% based on achievement of adjusted EBITDA tested annually over four years; (ii) 2024 LTIP program vest 60% based on achievement of adjusted EBITDA, 20% based on achievement of digital marketing services ("DMS") revenue and 20% based on achievement of adjusted controllable expenses, in each case

tested annually over four years; (iii) 2025 program vest 70% based on an adjusted EBITDA margin and 30% based on relative TSR, in each case, tested annually for three years; and (iv) 2026 LTIP program vest 70% based on an adjusted EBITDA margin, 15% based on DMS revenue and 15% based on achievement of adjusted controllable expenses, in each case, tested annually for three years. LTIP awards, which are typically disbursed over a 3-4 year period, are made one time a year. The Debtors do not believe that any amounts under the LTIP Programs are due and payable as of the Petition Date. By this motion, the Debtors seek authority to pay amounts accrued but unpaid on account of the 2023 through 2026 LTIPs to non- Insiders as they become due in the ordinary course and consistent with past practice.

I. 401(k) Plan

59. The Debtors maintain the Cumulus Media Retirement Savings Plan (the "401(k) Plan"), administered through Fidelity Investments, for the benefit of active Employees that are at least 21 years old, including Part-Time Employees. Employees become eligible to participate in the 401(k) Plan on the first day of the month following 60 days of employment, at which time such Employees will be automatically enrolled at the default deferral rate of 6%. The 401(k) Plan is a tax qualified plan within the meaning of, and administered in accordance with, the requirements of section 401(k) and other applicable sections of the Internal Revenue Code. A total of approximately $1.7 million is withheld each month from Employees' paychecks for Employee contributions to the 401(k) Plan (the "Employee 401(k) Contributions").

60. The 401(k) Plan also includes a discretionary employer matching component to participating Employees after they have completed one year of employment. The Debtors' matching contribution is 25% of the first 6% that participating Employees, after one year of service with the Debtors, save for retirement on a per-pay-period basis. The Debtors' contributions vest on a five-year schedule, with 20% vesting each year.

61. The Debtors remit Employee 401(k) Contributions withheld from Employees' paychecks to the 401(k) Plan at the time they are withheld. The Debtors believe that all Employee 401(k) Contributions have been remitted to the 401(k) Plan. However, given the timing of the Petition Date, a possibility exists that no more than $500,000 in Employee 401(k) Contributions may still be in the Debtors' accounts as of the Petition Date. In addition, the Debtors owe matching contributions as well as, from time to time, other amounts, including adjustments resulting from audits and reconciliations (collectively, the "Debtor 401(k) Obligations"). By this motion, the Debtors seek authority, but not the direction, to continue the 401(k) Plan in the ordinary course of business and consistent with past practice to remit or pay all prepetition obligations related thereto, including but not limited to the Employee 401(k) Contributions and Debtor 401(k) Obligations (together, the "Unpaid 401(k) Obligations").

J. Union Fees and Expenses

62. There are approximately 100 Union Employees covered by CBAs with the Screen Actors Guild-American Federation of Television and Radio Artists and the National Association of Broadcast Employees and Technicians unions. As required by the CBAs, the Debtors withhold certain amounts from the Union Employees' compensation for union-related expenses such as union dues, and also remit the Debtors' employer share of such expenses as required under the applicable CBA (the "Union Expenses"). The Debtors pay these amounts to third parties, including unions, on a monthly basis.

63. Under the terms of the applicable CBAs, the Debtors are also required to make contributions to the health and welfare plans and the pension/retirement plans of their Union Employees. The Debtors typically remit such amounts to the appropriate unions one month in arrears, as part of the Union Expenses described above. In connection with one particular CBA, the Debtors are obligated to contribute approximately $5,000 to a healthcare plan sponsored by

the city of San Francisco. As of the Petition Date, the Debtors are obligated to contribute the balance of this obligation that remains outstanding (which totals $4,000). By this motion, the Debtors seek authority to pay such $4,000 obligation to the San Francisco sponsored healthcare plan, and to pay any other obligations under such plan as they come due postpetition in the ordinary course and consistent with past practice.

64. The Debtors withhold and transfer, on average, an aggregate of approximately $3,000 per month in Union Expenses, exclusive of any amounts owed on account of sponsored healthcare plans (as described above). Aside from the aforementioned $4,000 obligation, the Debtors do not believe that any accrued and unremitted amounts on account of any other Union Expenses are outstanding as of the Petition Date. However, out of an abundance of caution, the Debtors request authority, but not direction, to pay all prepetition Union Expenses and to continue to withhold and remit, or satisfy, Union Expenses on a postpetition basis, in the ordinary course of business and consistent with past practice.

K. Payments to Independent Directors

65. The Board includes certain non-Employee Directors (the "Independent Directors"). The Independent Directors receive compensation on a monthly basis (the "Independent Directors Compensation"). In addition, the Debtors reimburse certain expenses incurred by the Independent Directors in the course of their official duties. The Independent Directors Compensation is typically paid in advance on a monthly basis. As of the Petition Date, the Debtors have no outstanding obligations on account of any Independent Directors Compensation.

66. The Independent Directors' services are necessary for the continued management of the Debtors and, accordingly, it is essential that the Debtors be authorized to pay the Independent Directors Compensation to the Independent Directors. By this motion, the Debtors seek authority to (a) pay any unpaid Independent Directors Compensation that accrued prepetition, (b) reimburse

the Independent Directors for any reimbursable expenses they incurred prepetition, and (c) continue to pay the Independent Directors Compensation to, and reimburse the reimbursable expenses of, the Independent Directors on a postpetition basis in the ordinary course of business and consistent with past practice.

II. Employee Healthcare and Other Benefits

67. The Debtors offer all of their Full-Time Employees healthcare benefits, including medical, dental, and vision benefits, short- and long-term disability, life insurance, retirement savings plans, and other miscellaneous company benefits, each as described below (collectively, the "Healthcare Benefits" and the Debtors' obligations related thereto described in section II.A through section II.E hereof, collectively, the "Healthcare & Other Benefits Obligations").[15] The Healthcare & Other Benefits Obligations include amounts payable on account of:

A. Medical Plan

68. The Debtors offer eligible Employees and their dependents health care coverage through a medical plan administered by UnitedHealthcare Inc. ("UHC") that utilizes the UHC Choice Plus PPO and Choice Plus Premier networks and the CVS Caremark pharmacy benefits program (the "Medical Plan").

69. The Debtors are self-insured and engage UHC as their third party administrator ("TPA") to administer the Medical Plan. Under their self-insured retention arrangement, the Debtors are liable for the first $500,000 of each claim (the "Debtor SIR Amount") and rely on a

[15] The Debtors are not requesting relief in connection with workers' compensation claims in this motion. Contemporaneously herewith, the Debtors have filed the *Debtors' Emergency Motion for Entry of an Order (I) Authorizing the Debtors to (A) Pay Prepetition Obligations Incurred in the Ordinary Course of Business in Connection with Insurance Programs, Including Payment of Policy Premiums and Workers' Compensation Insurance Obligations, (B) Continue, Renew, Supplement, Modify, Extend, or Purchase Insurance Coverage, (C) Pay Brokerage and Administrative Fees Related Thereto, and (D) Maintain Their Surety Bond Program, and (II) Granting Related Relief,* in which they request relief related thereto.

stop-loss insurance policy with Wellpoint to pay claim amounts in excess of the Debtor SIR Amount. The TPA processes and pays claims as they are submitted to the TPA, and invoices the Debtors monthly for the amounts the Debtors' owe per claim for the Debtor SIR Amount, as well as the TPA's fees and expenses. The Debtors are projected to pay $140,000 per month in 2026 for Debtor SIR Amounts.

70. The Debtors also collect Medical Plan premiums from their eligible Employees. The Debtors apply the premiums to the Debtor SIR Amounts as they come due. In 2025, the Debtors paid approximately $25.7 million in claims, of which approximately $3.5 million consisted of collected Employee premium payments and approximately $22.2 million consisted of the Debtors' own funds.

71. The Debtors estimate that, as of the Petition Date, approximately (a) $1.3 million in incurred but not remitted claims under the Medical Plan may be outstanding, net of premiums collected from Employees, and (b) $186,000 in accrued and unpaid fees and premiums are owed to Wellpoint on account of the stop-loss policy. By this motion, the Debtors request the authority, but not the direction, to continue to provide the Medical Plan and to honor all obligations related thereto in the ordinary course postpetition and consistent with past practice.

72. In connection with the Medical Plan, the Debtors pay administrative services only fees to the TPA for plan administration, claims adjudication, network access, and related third party administration services (the "ASO Fees"). On average, the Debtors pay $50,000 per month to the TPA on account of the ASO Fees. The Debtors estimate that as of the Petition Date, approximately $15,000 in accrued and unpaid ASO Fees are owed to the TPA. By this motion, the Debtors request the authority, but not the direction, to pay (a) any ASO Fees that accrued

prepetition and remain unpaid and (b) continue to pay ASO Fees for the postpetition period as they become due and payable in the ordinary course.

B. Insurance, Dental, Vision and Other Similar Programs and Benefits

(i) Voluntary Life and AD&D Insurance

73. The Debtors offer all active Full-Time Employees (a) voluntary term life insurance and accidental death and dismemberment insurance (collectively, the "Voluntary Life and AD&D Insurance") through Lincoln Financial and (b) additional insurance for themselves and their dependents, including spousal life insurance, dependent life insurance, accident insurance, critical illness insurance, and hospital indemnity plan through Lincoln Financial (collectively, "Supplemental Insurance" and together with the Voluntary Life and AD&D Insurance, the "Insurance Benefits").

74. The electing Employees pay substantially all of the premiums and costs of the Insurance Benefits. However, the Debtors withhold the Employee payments from the Employee wages and remit amounts due to Lincoln Financial on behalf of the Employees. The Debtors withhold approximately $91,000 per month in Employee contributions on account of Insurance Benefits. The Debtors estimate that as of the Petition Date, approximately $24,000 in accrued and unpaid premiums and fees are owed to Lincoln Financial on account of Insurance Benefits. By this motion, the Debtors request the authority, but not the direction, to pay all accrued and unpaid prepetition premiums and to continue to provide the Insurance Benefits in the ordinary course postpetition and consistent with past practice.

(ii) Disability Benefits

75. The Debtors provide Full-Time Employees with short- and long-term disability benefits (as defined herein, and collectively, the "Disability Benefits"), managed through Lincoln Financial. Disability Benefits replace a portion of the Full-Time Employee's pay when, due to an

accident, illness, injury, or pregnancy, the Employee cannot work for an extended period of time. Costs for both short- and long-term disability insurance plans are deducted from an Employee's paycheck after taxes. Short-term disability benefits pay 60% of an Employee's pre-disability earnings, up to a maximum weekly benefit of $1,500, after an Employee has been disabled for 14 days (the "Short-Term Disability Benefits"). Short-Term Disability Benefits continue for as long as the Employee remains disabled, up to a maximum of 26 weeks.

76. Long-term disability benefits replace 60% of an Employee's salary, up to the maximum monthly benefit of $10,000, if the Employee becomes disabled due to a sickness or injury (the "Long-Term Disability Benefits"). Long-Term Disability Benefits begin after an Employee has been out of work due to a disability for 180 days. Generally, Long-Term Disability Benefits continue to be paid if an Employee is disabled from their occupation for two years or until they reach age 65.

77. Premiums vary based on the age of the Employee, and are collected through payroll deductions. Premiums for Short-Term Disability Benefits range from $0.0130 to $0.044 per $100 in coverage, and premiums for Long-Term Disability Benefits range from $0.074 to $0.353 per $100 in coverage.

78. The electing Employees pay the premiums for the Disability Benefits, which the Debtors withhold from their wages. The Debtors withhold approximately $60,000 per month on account of Disability Benefits. The Debtors estimate that as of the Petition Date, approximately $11,000 in accrued and unpaid premiums and fees are owed to Lincoln Financial on account of Disability Benefits. By this motion, the Debtors request the authority to pay all accrued and unpaid prepetition premiums and fees owed to Lincoln Financial and to continue to provide the Disability Benefits in the ordinary course postpetition and consistent with past practice.

(iii) Dental and Vision Plans

79. The Debtors offer dental coverage to their eligible Employees and dependents (the "Dental Plan") through Delta Dental. The primary Dental Plan provides benefits based on reasonable and customary charges up to an annual individual maximum benefit of $1,500, with individual deductibles ranging from $50 for an individual to $150 for a family, whereas the enhanced Dental Plan, which Employees may elect to obtain coverage under, provides benefits based on reasonable and customary charges up to an annual individual maximum benefit of $2,500, with individual deductibles ranging from $25 for an individual to $75 for a family. The Debtors estimate that as of the Petition Date, approximately $46,000 in accrued and unpaid premiums and fees are owed to Delta Dental under the Dental Plan.

80. The Debtors also offer their eligible Employees vision coverage through a vision service plan administered by EyeMed Vision Care (the "Vision Plan"). The Vision Plan offers coverage for eye exams, frames, lenses and contacts, as well as discounts and savings on anti-reflective coatings, prescription glasses and sunglasses, and laser vision correction. The Debtors estimate that as of the Petition Date, approximately $4,000 in accrued and unpaid premiums and fees are owed to EyeMed Vision Care under the Vision Plan. By this motion, the Debtors request the authority, but not the direction, to pay all accrued and unpaid premiums and fees owed under the Dental Plan and the Vision Plan and to continue to provide the Dental Plan and the Vision Plan in the ordinary course postpetition and consistent with past practice.

C. HSA and FSA Accounts

(i) Health Savings Account Program

81. The Debtors offer eligible Employees the ability to participate in a health savings account program (the "HSA") administered by HSA Bank. Once enrolled in the Medical Plan, eligible Employees are permitted to establish a health savings account (a "HSA Account"). An

Employee can contribute pre-tax dollars (up to IRS limits) through payroll deductions to their HSA Account to help pay for eligible healthcare expenses. The Debtors deduct the Employees' contributions from the participating Employees' wages (the "HSA Contributions") and transfer such amounts to the Employees' respective HSA Account. The Debtors match $0.30 for every $1 contributed by an Employee up to a maximum of $700 per Employee, $1,000 per Employee plus either a spouse/domestic partner or (in the alternative) children, or $1,400 per Employee plus family on an annual basis. The HSA Contributions and the matched amounts accumulate in the participating Employees' HSA Accounts and are available for Employees to use to pay for eligible healthcare expenses.

82. Approximately 1,200 Employees contribute to HSA Accounts and, on a monthly basis, the Debtors pay approximately $215,000 on account of the HSA program. As of the Petition Date, the Debtors estimate they have collected approximately $60,000 in HSA Contributions from Employees' wages that the Debtors have not yet transferred to the Employees' respective HSA Accounts and have accrued $10,000 on account of their matching obligation (together, the "Unremitted HSA Contributions"). The Debtors estimate that they do not owe HSA Bank any plan administration expenses as of the Petition Date.

83. By this motion, the Debtors request authorization to transfer the Unremitted HSA Contributions on a postpetition basis, in the ordinary course of business. By this motion, the Debtors also seek authority, but not direction, to remit any Unremitted HSA Contributions and to continue the HSA program in the ordinary course of business on a postpetition basis and consistent with past practice, including withholding HSA Contributions, matching such contributions, and paying plan administration expenses.

(ii) Flexible Benefit Plan

84. The Debtors offer eligible Employees the ability to contribute a portion of their pre-tax compensation to FSA Plans, which contributions are deducted by the Debtors from the participating Employees' wages (collectively, the "FSA Contributions") and transferred to the participating Employees' respective FSA account. The FSA Plans include a dependent care flexible spending account (the "Dependent Care FSA") and a commuter spending account (the "Commuter and Parking FSA").

85. The Dependent Care FSA allows eligible Employees to contribute up to a maximum of (a) (i) $5,000 each year if such Employee's annual compensation exceeds $160,000 or (ii) $7,500 if such Employee's annual compensation is equal to or less than $160,000, and (b) $3,750 for single Employees to pay for eligible day care and elder care expenses. Common dependent care expenses include preschool, summer day camp, and elder care. Eligible Employees are also permitted to set up a Commuter and Parking FSA account, managed by WEX ("WEX"), at any point during the year to pay eligible transportation and parking expenses with tax-free dollars up to $325 per month.

86. In both cases, the Dependent Care FSA and Commuter and Parking FSA accounts are funded by the participating Employee. The accounts, however, are owned by the applicable Debtor-employer. The Dependent Care FSA and Commuter and Parking FSA are funded when the Employee designates a set amount of pre-tax wages to be deposited into the applicable account. The funds remain with the Debtor-employer's account until they are used; *provided* that any unused funds that are (a) funded into Debtor-employer's Dependent Care FSA account are forfeited by the applicable Employee at the end of the plan year, and (b) funded into an a Debtor-employer's Commuter and Parking FSA account may be carried over to the next plan year.

Employees may access their Dependent Care FSA and Commuter and Parking FSA funds through WEX, a third party provider that the Debtors engage to administer the FSA accounts.

87. Approximately 92 Employees participate in the FSA Plans and, on a monthly basis, the Debtors withhold approximately $13,000 in FSA Contributions. As of the Petition Date, the Debtors estimate they have collected approximately $4,000 in FSA Contributions from Employees' paychecks that have not yet been transmitted to the Employees' respective FSA accounts (the "Unremitted FSA Contributions"). Accordingly, the Debtors seek authorization to remit the prepetition Unremitted FSA Contributions on a postpetition basis, in the ordinary course of business. The Debtors estimate that they do not owe WEX any plan administration expenses as of the Petition Date. By this motion, the Debtors seek authority, but not the direction, to remit any Unremitted FSA Contributions and to continue the FSA Plans postpetition, including by making contributions to such plans and revising such plans in the ordinary course of business and consistent with past practice.

D. COBRA Coverage

88. As required by applicable law, the Debtors provide coverage under the Consolidated Omnibus Budget Reconciliation Act ("COBRA"). Continuation of health insurance benefits after separation of employment is based on qualifying events and the term of continuation. The Debtors pay COBRA claims under their Medical Plan through the TPA, and the Debtors' monthly payments, and estimated annual liability for such claims, is included in the amounts set forth in the description of the Medical Plan obligations set forth above. As of the Petition Date, the Debtors estimate that there are approximately 29 Employees receiving COBRA benefits.

89. The Debtors engage WEX to administer its COBRA obligations, including for processing all notifications and billings under the program. WEX's fees are based on the number of COBRA notices and participants at any given time. On average, the Debtors pay $1,000 per

month to WEX. The Debtors estimate that as of the Petition Date, approximately $1,000 in COBRA costs are owed to WEX. By this motion, the Debtors request the authority, but not the direction, to pay prepetition amounts on account of COBRA benefits and to continue providing COBRA coverage in the ordinary course on a postpetition basis consistent with past practice.

E. Additional Benefits Programs.

90. In addition to the above-mentioned benefits programs, the Debtors offer their eligible Employees various other programs, policies, and benefits (collectively, the "Additional Benefits Programs"). The Additional Benefits Programs include, but are not limited to, identity theft protection services administered by Allstate Identity Protection, certain pre-paid online legal services provided through ARAG Legal, a retirement planning support program administered by Transitions Benefit Group, digital health programs administered by Livongo by Teladoc Health and Hinge Health, and Trustmark Voluntary Benefit Solutions' employee benefit program.

91. As of the Petition Date, the Debtors estimate that they owe $33,000 on account of the Additional Benefits Programs. By this motion, the Debtors request the authority, but not the direction, to pay prepetition amounts on account of the Additional Benefits Programs and to continue providing Additional Benefits Programs in the ordinary course on a postpetition basis consistent with past practice.

Basis for Relief

I. Sufficient Cause Exists to Authorize the Debtors to Honor the Compensation and Benefit Obligations

A. Certain Compensation and Benefits Are Entitled to Priority Treatment

92. Sections 507(a)(4) and 507(a)(5) of the Bankruptcy Code entitle the majority of the Workforce Compensation and Healthcare Benefits programs to priority treatment. As priority claims, the Debtors are required to pay these claims in full to confirm a chapter 11 plan. *See*

11 U.S.C. § 1129(a)(9)(B) (requiring payment of certain allowed unsecured claims, given priority under sections 507(a)(4) and 507(a)(5) of the Bankruptcy Code, for (a) wages, salaries or commissions, including vacation, severance, and sick leave pay earned by an individual and (b) contributions to an employee benefit plan). To the extent that an Employee receives no more than $17,150 on account of claims entitled to priority, the relief sought with respect to compensation only affects the timing of payments to Employees and does not have any material negative impact on recoveries for general unsecured creditors. Thus, the relief requested largely affects only the timing of payment of the priority prepetition Workforce Compensation and Healthcare Benefits and should not prejudice the rights of general unsecured creditors and other parties in interest.

93. Indeed, the Debtors submit that payment of the Workforce Compensation and Healthcare & Other Benefits Obligations at this time enhances value for the benefit of all interested parties. Finding, attracting, and hiring new qualified talent would be extremely difficult and would most likely require higher salaries, guaranteed bonuses, and more comprehensive compensation packages than are currently provided to Employees in the event that the relief requested herein is not granted.

B. Payment of Certain Compensation and Benefits Is Required by Law

94. The Debtors seek authority to pay the Withheld Amounts to the appropriate third party payees. These amounts principally represent Employee earnings that governments, Employees, and judicial authorities have designated for deduction from Employees' wages. Indeed, certain Withheld Amounts are not property of the Debtors' estates because the Debtors have withheld such amounts from Employees' wages on another party's behalf. *See* 11 U.S.C. §§ 541(b)(1), (d). Further, federal and state laws require the Debtors to withhold certain tax payments from Employees' wages and to pay such amounts to the appropriate taxing authority.

26 U.S.C. §§ 6672, 7501(a); *see also City of Farrell v. Sharon Steel Corp.*, 41 F.3d 92, 95–97 (3d Cir. 1994) (finding that state law requiring a corporate debtor to withhold city income tax from its employees' wages created a trust relationship between debtor and the city for payment of withheld income taxes); *DuCharmes & Co*. v. *Mich*. (*In re DuCharmes & Co.*), 852 F.2d 194, 196 (6th Cir. 1988) (noting that individual officers of a company may be held personally liable for failure to pay trust fund taxes); *In re Chabrand*, 301 B.R. 468, 475–81 (Bankr. S.D. Tex. 2003) (same). Because the Withheld Amounts may not be property of the Debtors' estates, the Debtors request authorization to transmit the Withheld Amounts to the proper parties in the ordinary course of business and consistent with past practice.

II. The Relief Sought Herein Is a Sound Exercise of the Debtors' Business Judgment and Is Warranted Under Sections 105(a), 363(b)(1), 1107, and 1108 of the Bankruptcy Code and the Doctrine of Necessity

95. Courts have generally acknowledged that it is appropriate to authorize the payment of prepetition obligations where necessary to protect and preserve the estate, including an operating business's going-concern value. *See, e.g.*, *In re CoServ, L.L.C.*, 273 B.R. 487, 497 (Bankr. N.D. Tex. 2002); *see also In re Scotia Dev., LLC*, No. 07-20027, 2007 WL 2788840, at *1 (Bankr. S.D. Tex. Sep. 21, 2007) (acknowledging the existence of the doctrine of necessity); *In re Ionosphere Clubs, Inc.*, 98 B.R. 174, 175 (Bankr. S.D.N.Y. 1989) ("The ability of a Bankruptcy Court to authorize the payment of pre-petition debt when such payment is needed to facilitate the rehabilitation of the debtor is not a novel concept."). In so doing, these courts acknowledge that several legal theories rooted in sections 105(a), 363(b), 1107, and 1108 of the Bankruptcy Code support the payment of prepetition claims as provided herein.

96. Pursuant to section 363(b) of the Bankruptcy Code, courts may authorize payment of prepetition obligations where a sound business purpose exists for doing so. *See Ionosphere Clubs*, 98 B.R. at 175 (noting that section 363(b) provides "broad flexibility" to authorize a debtor

to honor prepetition claims where supported by an appropriate business justification). Indeed, courts have recognized that there are instances when a debtor's fiduciary duty can "only be fulfilled by the pre-plan satisfaction of a prepetition claim." *CoServ*, 273 B.R. at 497.

97. Pursuant to sections 1107(a) and 1108 of the Bankruptcy Code, debtors in possession are fiduciaries "holding the bankruptcy estate[s] and operating the business[es] for the benefit of [their] creditors and (if the value justifies) equity owners." *Id.* Implicit in the fiduciary duties of any debtor in possession is the obligation to "protect and preserve the estate, including an operating business's going-concern value." *Id.* Some courts have noted that there are instances in which a debtor can fulfill this fiduciary duty "only . . . by the preplan satisfaction of a prepetition claim." *Id.* The *CoServ* court specifically noted that satisfaction of prepetition claims would be a valid exercise of the debtor's fiduciary duty when the payment "is the only means to effect a substantial enhancement of the estate." *Id.*

98. In addition, section 105(a) of the Bankruptcy Code and the "doctrine of necessity" permit the bankruptcy court to exercise its broad grant of equitable powers to authorize the payment of prepetition obligations when such payment is essential to the continued operation of the debtor's business. *See, e.g.*, *CoServ*, 273 B.R. at 497 (finding that section 105 of the Bankruptcy Code provides the authority for a debtor in possession to pay prepetition claims); *In re CEI Roofing, Inc.*, 315 B.R. 50, 56 (Bankr. N.D. Tex. 2004); *In re Mirant Corp.*, 296 B.R. 427, 429 (Bankr. N.D. Tex. 2004).

99. The Debtors submit that the payment of the Workforce Compensation and Healthcare Benefits programs represents a sound exercise of the Debtors' business judgment, is necessary to avoid immediate and irreparable harm to the Debtors' estates, and is therefore justified under sections 105(a) and 363(b) of the Bankruptcy Code. Paying prepetition Employee Wages,

employee benefits, their Independent Contractors and similar obligations will benefit the Debtors' estates and their creditors by allowing the Debtors' business operations to continue without interruption. Indeed, the Debtors believe that without the relief requested herein, Employees may seek alternative employment opportunities, perhaps with the Debtors' competitors. Such a development would deplete the Debtors' workforce, thereby hindering the Debtors' ability to operate their business and, likely, diminishing stakeholder confidence in the Debtors' ability to successfully reorganize. The loss of valuable Employees and Independent Contractors and resulting need to recruit new personnel and engage new service providers (and the costs attendant thereto) would be distracting at this crucial time when the Debtors need to focus on stabilizing their business operations. Accordingly, there can be no doubt that the Debtors must do their utmost to retain their workforce by, among other things, continuing to honor all wage, benefits, and related obligations, including the prepetition Workforce Compensation and Healthcare Benefits programs.

100. In addition, the majority of Employees and Independent Contractors rely exclusively on the Workforce Compensation and Healthcare Benefits programs to satisfy their daily living expenses. Consequently, Employees and Independent Contractors may be exposed to significant financial difficulties if the Debtors are not permitted to honor their obligations related thereto. Moreover, failure to satisfy such obligations will jeopardize Employee morale and loyalty at a time when Employee and Independent Contractor support is critical to the Debtors' businesses. Furthermore, if this Court does not authorize the Debtors to honor their various obligations under the insurance programs described herein, Employees will not receive health coverage and, thus, may be obligated to pay certain health care claims that the Debtors have not satisfied. The loss of health care coverage will result in considerable anxiety for Employees (and likely attrition) at a time when the Debtors need such Employees to perform their jobs at peak efficiency. Additionally,

as set forth above, Employee attrition would cause the Debtors to incur additional expenses to find appropriate and experienced replacements, severely disrupting the Debtors' operations at this critical juncture.

101. Accordingly, the Debtors respectfully request that the Court authorize the Debtors to pay any prepetition amounts accrued and unpaid on account of the Workforce Compensation and Healthcare Benefits programs and to continue the Workforce Compensation Obligations and Healthcare & Other Benefits Obligations on a postpetition basis in the ordinary course of business and consistent with past practices.

Processing of Checks and Electronic Funds Transfers Should Be Authorized

102. The Debtors believe they have sufficient funds to pay any amounts described in this motion in the ordinary course of business by virtue of expected cash flows from ongoing business operations and anticipated access to cash collateral. In addition, under the Debtors' existing cash management system, the Debtors can readily identify checks or electronic funds transfer requests as relating to an authorized payment in respect of the relief requested herein. Accordingly, the Debtors believe there is minimal risk that checks or electronic funds transfer requests that the Court has not authorized will be inadvertently made. Therefore, the Debtors respectfully request that the Court authorize and direct all applicable financial institutions, when requested by the Debtors, to receive, process, honor, and pay any and all checks or electronic funds transfer requests in respect of the relief requested in this motion.

Emergency Consideration

103. Pursuant to Bankruptcy Rule 6003, which empowers a court to grant relief within the first 21 days after the commencement of a chapter 11 case "to the extent that relief is necessary to avoid immediate and irreparable harm," and Bankruptcy Local Rule 9013-1(i), the Debtors respectfully request emergency consideration of this motion. An immediate and orderly transition

into chapter 11 is critical to the viability of the Debtors' operations and any delay in granting the relief requested could hinder the Debtors' operations and cause irreparable harm. Failure to obtain the requested relief during the first 21 days of these chapter 11 cases would severely disrupt the Debtors' operations at this critical juncture and imperil the Debtors' restructuring efforts. Accordingly, the Debtors respectfully request that the Court grant the relief requested in this motion on an emergency basis.

Waiver of Bankruptcy Rules 6004(a) and 6004(h)

104. To successfully implement the foregoing, the Debtors request that the Court enter an order providing that notice of the relief requested herein satisfies Bankruptcy Rule 6004(a) and that the Debtors have established cause to exclude such relief from the 14-day stay period under Bankruptcy Rule 6004(h).

Reservation of Rights

105. Nothing contained in this motion or any actions taken pursuant to any order granting the relief requested by this motion is intended to be or should be construed as: (a) an implication or admission as to the amount of, basis for, or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in this motion or any order granting the relief requested by this motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors', or any other party in interest's, rights under the

Bankruptcy Code or any other applicable law; (h) a waiver of the obligation of any party in interest to file a proof of claim; or (i) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in this motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or to seek avoidance of any or all such liens. If the Court grants the relief sought herein, any payment made pursuant to the Court's order is not intended and should not be construed as an admission as to the validity of any particular claim or a waiver of the Debtors' or any other party in interest's rights to subsequently dispute such claim.

Notice

106. The Debtors will provide notice of this motion to the following parties or their respective counsel: (a) the Office of the United States Trustee for the Southern District of Texas; (b) the holders of the 30 largest unsecured claims against the Debtors (on a consolidated basis); (c) Reimer & Braunstein LLP and FBT Gibbons LLP, co-counsel to the ABL Agent; (d) Gibson, Dunn & Crutcher LLP, counsel to the Ad Hoc Group; (e) counsel to the 2026 Trustee and the 2029 Trustee; (f) counsel to the 2026 Agent and the 2029 Agent; (g) the Internal Revenue Service; (h) the United States Securities and Exchange Commission; (i) the United States Attorney's Office for the Southern District of Texas; (j) the office of the attorney general for the states in which the Debtors operate; (k) the Federal Communications Commission; (l) other regulatory agencies having a regulatory or statutory interest in these cases; and (m) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

107. A copy of this motion is available on (a) PACER, at https://ecf.txsb.uscourts.gov/ and (b) the website maintained by the Debtors' proposed claims and noticing agent, Kurtzman Carson Consultants LLC d/b/a Verita Global, at www.veritaglobal.net/cumulusmedia.

[*Remainder of page intentionally left blank*]

WHEREFORE, the Debtors respectfully request that the Court enter the proposed order, substantially in the form attached hereto, granting the relief requested herein and such other relief as the Court deems appropriate under the circumstances.

March 5, 2026

Respectfully submitted,

/s/ John F. Higgins

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Proposed Co-Counsel to the Debtors and Debtors in Possession

Certificate of Accuracy

I certify that the facts and circumstances described in the above pleading giving rise to the emergency request for relief are true and correct to the best of my knowledge, information, and belief. This statement is made pursuant to Bankruptcy Local Rule 9013-1(i).

/s/ Francisco J. Lopez-Balboa
Francisco J. Lopez-Balboa

Certificate of Service

I certify that on March 5, 2026, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ John F. Higgins
John F. Higgins

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

In re:	)	Chapter 11
CUMULUS MEDIA INC., *et al.*,[1]	)	Case No. 26-90346 (ARP)
Debtors.	)	(Jointly Administered)

ORDER (I) AUTHORIZING THE DEBTORS TO (A) PAY PREPETITION EMPLOYEE WAGES, SALARIES, OTHER COMPENSATION, AND REIMBURSABLE EMPLOYEE EXPENSES AND (B) CONTINUE EMPLOYEE BENEFITS PROGRAMS AND (II) GRANTING RELATED RELIEF

[Relates to Docket No. __]

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"): (a) authorizing, but not directing, the Debtors to (i) pay prepetition wages, salaries, other compensation, and reimbursable expenses and (ii) continue employee benefits programs in the ordinary course, including payment of certain prepetition obligations related thereto, and (b) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334 and the Amended Standing Order; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. § 1408; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors'

[1] A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at: www.veritaglobal.net/cumulusmedia. The Debtors' service address for purposes of these chapter 11 cases is: 780 Johnson Ferry Road, N.E., Suite 500, Atlanta, Georgia 30342.

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

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 this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing, if any, before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Debtors are authorized but not directed to: (a) continue, modify, change, or discontinue the Compensation and Benefits programs; (b) pay and honor all prepetition amounts outstanding under or related to the Compensation and Benefits programs, including (without limitation) the Workforce Compensation Obligations and Healthcare & Other Benefits Obligations, in each case, in the ordinary course and in accordance with the Debtors' prepetition practices and policies and the terms of this Order, irrespective of whether such obligations arose prepetition or postpetition, and (c) subject to applicable law, implement new programs, policies, or benefits without the need for further Court approval; *provided that*, the Debtors shall not honor any prepetition Workforce Compensation Obligations and Healthcare & Other Benefits Obligations to any individual that exceeds the priority amounts set forth in sections 507(a)(4) and 507(a)(5) of the Bankruptcy Code except as set forth below (*provided further that* the Debtors shall provide five (5) days' advance notice to the U.S. Trustee, counsel to the Ad Hoc Group, and any statutory committee appointed in these chapter 11 cases of any material changes or modifications to their Compensation and Benefits Programs and any new employee compensation or benefit plans or programs).

2. Subject to paragraph 3 of this Order, the Debtors are authorized, but not directed, to continue the Employee Incentive Programs on a postpetition basis in the ordinary course of business and to pay any accrued amounts thereunder as they become due; *provided however,* before honoring any prepetition obligation under either the (a) Employee Incentive Programs or (b) the Non-Insider Severance Practice, in each case, that exceeds the Priority Cap for any Employees, the Debtors shall provide reasonable advance notice to the U.S. Trustee and any statutory committee appointed in these Chapter 11 cases of (a) the title of the Claimant, (b) the amount of the payment to such Claimant, and (c) the proposed payment date.

3. Nothing in this Order shall be deemed to authorize the payment of any amounts to Insiders of the Debtor that would be subject to section 503(c) of the Bankruptcy Code; provided that, nothing herein shall prejudice the Debtors' right or ability to seek approval of relief under section 503(c) of the Bankruptcy Code at a later time.

4. The Debtors are authorized, but not directed, to forward any unpaid amounts on account of Deductions or Payroll Taxes to the appropriate third party recipients or governmental authorities in accordance with the Debtors' prepetition policies and practices.

5. The Debtors are authorized, but not directed, to pay costs and expenses incidental to the administration of the Workforce Compensation Obligations and Healthcare & Other Benefits Obligations, including all administrative and processing costs and payments to outside professionals.

6. The Debtors are authorized to "cash out" any paid time off an Employee has accrued and not yet used pursuant to the Paid Time Off obligations upon the termination of such Employee to the extent required by applicable non-bankruptcy law or consistent with the Debtors' prepetition practice.

7. The Debtors shall not, within fourteen days of entry of this Order, honor any Workforce Compensation Obligations to any individual that exceed the priority amounts set forth in sections 507(a)(4) and 507(a)(5) of the Bankruptcy Code, and any party in interest may object within fourteen days of entry of this Order to the payment of any such Workforce Compensation Obligations and any such objection shall be subject to mutual resolution of the objecting party and the Debtors, or, if no such mutual resolution can be reached, resolution by the Court.

8. The Debtors' banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized and directed to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Order.

9. The Debtors are authorized to issue postpetition checks, or to effect postpetition electronic payment requests, in replacement of any checks or electronic payment requests that are dishonored as a consequence of these chapter 11 cases with respect to prepetition amounts owed in connection with the relief granted herein.

10. Notwithstanding anything to the contrary contained herein, any payment to be made, and any relief or authorization granted hereunder, shall not conflict with, and shall be subject to, the requirements imposed on the Debtors under the terms of any order authorizing the use of cash collateral (the "Cash Collateral Order") and the budget approved thereunder (the "Budget"), and nothing herein shall alter the rights of the secured parties under the Cash Collateral Order or the Budget, as applicable. To the extent that there may be any conflict between the terms of this

Order and the Cash Collateral Order or the Budget, the terms of the Cash Collateral Order or the Budget, as applicable, shall govern.

11. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in the Motion or this Order shall be deemed: (a) an implication or admission as to the amount of, basis for, or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in the Motion or any order granting the relief requested by the Motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors', or any other party in interest's, rights under the Bankruptcy Code or any other applicable law; (h) a waiver of the obligation of any party in interest to file a proof of claim; or (i) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in the Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or to seek avoidance of any or all such liens.

12. Nothing contained in the Motion or this Order is intended or should be construed to create an administrative priority claim on account of the Workforce Compensation Obligations or Healthcare & Other Benefits Obligations.

13. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(b).

14. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a), the Bankruptcy Local Rules, and the Complex Case Procedures are satisfied by such notice.

15. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

16. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

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

Houston, Texas
Dated: _____, 2026

ALFREDO R. P RE
UNITED STATES BANKRUPTCY JUDGE