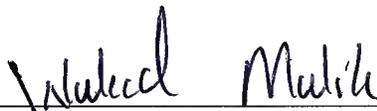


TAB J

THIS IS EXHIBIT "J" REFERRED TO IN THE
AFFIDAVIT OF GRAEME ROTRAND SWORN
BEFORE ME THIS 18TH DAY
OF FEBRUARY, 2020

A handwritten signature in black ink, appearing to read "Notary Public" followed by a stylized name or initials.

Notary Public in and for the Province of Ontario

Joshua A. Sussberg, P.C. (*pro hac vice* admission pending)
Emily E. Geier (*pro hac vice* admission pending)
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Proposed Co-Counsel to the Debtors and Debtors in Possession

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION**

<hr/>)
In re:	)	Chapter 11
)	
PIER 1 IMPORTS, INC.,	)	Case No. 20-30805
)	
Debtor.)	
)	
Tax I.D. No. 75-1729843)	
<hr/>)
In re:	)	Chapter 11
)	
PIER 1 ASSETS, INC.,	)	Case No. 20-30806
)	
Debtor.)	
)	
Tax I.D. No. 75-2552025)	
<hr/>)
In re:	)	Chapter 11
)	
PIER 1 HOLDINGS, INC.,	)	Case No. 20-30807
)	
Debtor.)	
)	
Tax I.D. No. 75-2668764)	
<hr/>)

In re:) Chapter 11
)
PIER 1 IMPORTS (U.S.), INC.,) Case No. 20-30808
)
Debtor.)
)
Tax I.D. No. 75-1673348)

In re:) Chapter 11
)
PIER 1 LICENSING, INC.,) Case No. 20-30809
)
Debtor.)
)
Tax I.D. No. 75-2552034)

In re:) Chapter 11
)
PIER 1 SERVICES COMPANY,) Case No. 20-30810
)
Debtor.)
)
Tax I.D. No. 75-2668767)

In re:) Chapter 11
)
PIR TRADING, INC.,) Case No. 20-30811
)
Debtor.)
)
Tax I.D. No. 75-2355471)

In re:) Chapter 11
)
PIER 1 VALUE SERVICES, LLC,) Case No. 20-30804
)
Debtor.)
)
Tax I.D. No. 22-3776169)

**DEBTORS’ MOTION FOR ENTRY OF AN
ORDER (I) DIRECTING JOINT ADMINISTRATION OF
CHAPTER 11 CASES AND (II) GRANTING RELATED RELIEF**

The above-captioned debtors and debtors in possession (collectively, the “Debtors”)¹ respectfully state as follows in support of this motion (this “Motion”):

Relief Requested

1. The Debtors seek entry of an order, substantially in the form attached hereto as **Exhibit A** (the “Order”): (a) directing procedural consolidation and joint administration of these chapter 11 cases; and (b) granting related relief. The Debtors request that one file and one docket be maintained for all jointly administered cases under the case of Pier 1 Imports, Inc. (the direct or indirect parent company for each of the Debtors) and that the cases be administered under a consolidated caption, as follows:

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION**

In re:)	
	)	Chapter 11
PIER 1 IMPORTS, INC., <i>et al.</i> , ²)	
	)	Case No. 20-30805 (___)
Debtors.	)	(Jointly Administered)
)	

2. The Debtors further request that this Court order that the foregoing caption satisfies the requirements set forth in section 342(c)(1) of the Bankruptcy Code.

¹ A detailed description of the Debtors and their business, and the facts and circumstances supporting the Debtors’ chapter 11 cases, are set forth in greater detail in the *Declaration of Robert J. Riesbeck, Chief Executive Officer of Pier 1 Imports, Inc., in Support of Chapter 11 Petitions and First Day Motions* (the “First Day Declaration”) filed contemporaneously with the Debtors’ voluntary petitions for relief filed under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”). Capitalized terms used but not otherwise defined in this Motion shall have the meanings ascribed to them in the First Day Declaration or as later defined herein, as applicable.

² The location of the Debtors’ service address is 100 Pier 1 Place, Fort Worth, Texas 76102.

3. The Debtors also request that a docket entry, substantially similar to the following, be entered on the docket of each of the Debtors other than Pier 1 Imports, Inc. to reflect the joint administration of these chapter 11 cases:

An order has been entered in accordance with Rule 1015(b) of the Federal Rules of Bankruptcy Procedure and Rule 1015-1 of the Local Bankruptcy Rules for the United States Bankruptcy Court for the Eastern District of Virginia directing joint administration for procedural purposes only of the chapter 11 cases of: Pier 1 Imports, Inc., Case No. 20-30805; Pier 1 Assets, Inc., Case No. 20-30806; Pier 1 Holdings, Inc., Case No. 20-30807; Pier 1 Imports (U.S.), Inc., Case No. 20-30808; Pier 1 Licensing, Inc., Case No. 20-30809; Pier 1 Services Company, Case No. 20-30810; PIR Trading, Inc., Case No. 20-30811; Pier 1 Value Services, LLC, Case No. 20-30804. The docket in Case No. 20-30805 should be consulted for all matters affecting these cases.

4. Finally, the Debtors seek authority to file the monthly operating reports required by the *Operating Guidelines and Reporting Requirements of the United States Trustee for Chapter 11 Debtors in Possession and Chapter 11 Trustees*, issued by the Office of the United States Trustee for the Eastern District of Virginia (the “U.S. Trustee”), on a consolidated basis, but the Debtors shall track and break out disbursements on a debtor-by-debtor basis in each monthly operating report.

Jurisdiction and Venue

5. The United States Bankruptcy Court for the Eastern District of Virginia (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference from the United States District Court for the Eastern District of Virginia*, dated August 15, 1984. The Debtors confirm their consent, pursuant to Rule 7008 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), to the entry of a final order by the Court in connection with this motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

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

7. The bases for the relief requested herein are section 105(a) of the Bankruptcy Code, Bankruptcy Rule 1015(b), and rules 1015-1 and 9013-1 of the Local Rules of the United States Bankruptcy Court for the Eastern District of Virginia (the “Local Bankruptcy Rules”).

Background

8. The Debtors are a leading omni-channel retailer of unique home décor, furniture, and accessories. Their retail approach has focused on providing the discerning customer a curated mix of home goods from artisans around the world. The Debtors offer their merchandise through 923 stores throughout the United States and Canada as well as online through their U.S. e-commerce website. The Debtors are headquartered in Fort Worth, Texas and currently employ approximately 17,000 non-seasonal employees. On January 6, 2020, the Debtors announced the closing of up to 450 of their stores, and in connection with the filing of these chapter 11 cases, the Debtors announced the closing of all Canadian operations.

9. The Debtors commenced these chapter 11 cases to facilitate a timely and efficient process that will maximize the value of the Debtors’ estates for the benefit of all stakeholders. The Debtors anticipate winding down the brick-and-mortar stores not part of their go-forward plan and will seek to implement a value-maximizing going-concern transaction for the remaining operations.

10. As of the Petition Date, each of the Debtors filed a petition with the Court under chapter 11 of the Bankruptcy Code. The Debtors will also file for relief under the Companies’ Creditors Arrangement Act (Canada). The Debtors continue to operate their businesses and manage their properties as debtors and debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. Concurrently with the filing of this motion, the Debtors have requested procedural consolidation and joint administration of these

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 committees have been appointed or designated.

Basis for Relief

11. Bankruptcy Rule 1015(b) provides, in pertinent part, that “[i]f . . . two or more petitions are pending in the same court by or against . . . a debtor and an affiliate, the court may order a joint administration of the estates.” Fed. R. Bankr. P. 1015. The eight (8) Debtor entities that commenced chapter 11 cases are “affiliates” as that term is defined in section 101(2) of the Bankruptcy Code. Accordingly, the Bankruptcy Code and Bankruptcy Rules authorize the Court to grant the relief requested herein.

12. Further, Local Bankruptcy Rule 1015-1 provides additional authority for the Court to order joint administration of these chapter 11 cases:

In all joint petitions filed with the Court, the case will be administered through joint administration of the estates unless the trustee or other interested party files an objection to joint administration within 14 days after the meeting of creditors and gives notice of a hearing date on such objection.

Local Bankr. R. 1015-1.

13. Joint administration is generally non-controversial, and courts in this jurisdiction routinely order joint administration in cases with multiple related debtors. See, e.g., *In re Gemstone Solutions Group, Inc.*, No. 19-30258 (KLP) (Bankr. E.D. Va. Jan. 17, 2019) (directing joint administration of chapter 11 cases); *In re Toys “R” Us, Inc.*, No. 17-34665 (KLP) (Bankr. E.D. Va. Sept. 19, 2017) (same); *In re The Gymboree Corp.*, No. 17-32986 (KLP) (Bankr. E.D. Va. June 2, 2017) (same); *In re Penn Va. Corp.*, No. 16-32395 (KLP)

(Bankr. E.D. Va. May 13, 2016) (same); *In re Alpha Nat. Res., Inc.*, No. 15-33896 (KRH) (Bankr. E.D. Va. Aug. 5, 2015) (same).³

14. Given the integrated nature of the Debtors' operations, joint administration of these chapter 11 cases will provide significant administrative convenience without harming the substantive rights of any party in interest. Many of the motions, hearings, and orders in these chapter 11 cases will affect each Debtor entity. The entry of an order directing joint administration of these chapter 11 cases will reduce fees and costs by avoiding duplicative filings and objections. Joint administration also will allow the U.S. Trustee and all parties in interest to monitor these chapter 11 cases with greater ease and efficiency.

15. Moreover, joint administration will not adversely affect the Debtors' respective constituencies because this Motion seeks only administrative, not substantive, consolidation of the Debtors' estates. Parties in interest will not be harmed by the relief requested; instead, parties in interest will benefit from the cost reductions associated with the joint administration of these chapter 11 cases. Accordingly, the Debtors submit that the joint administration of these chapter 11 cases is in the best interests of their estates, their creditors, and all other parties in interest.

Waiver of Memorandum of Points and Authorities

16. The Debtors respectfully request that this Court treat this Motion as a written memorandum of points and authorities or waive any requirement that this Motion be accompanied by a written memorandum of points and authorities as described in Local Bankruptcy Rule 9013-1(G).

³ Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Motion. Copies of these orders are available upon request to the Debtors' proposed counsel.

Notice

17. The Debtors will provide notice of this Motion via first class mail, facsimile or email (where available) to: (a) the United States Trustee for the Eastern District of Virginia, Attn: Kenneth N. Whitehurst III and Shannon F. Pecoraro; (b) the holders of the 30 largest unsecured claims against the Debtors (on a consolidated basis); (c) the agents under the Debtors' prepetition secured facilities and counsel thereto; (d) the DIP Agents and their respective counsel thereto; (e) the indenture trustee to the Debtors' industrial revenue bonds; (f) counsel to the ad hoc group of term loan lenders; (g) the lenders under certain Company-owned life insurance policies; (h) the Debtors' Canadian counsel; (i) the United States Attorney's Office for the Eastern District of Virginia; (j) the Internal Revenue Service; (k) the office of the attorneys general for the states in which the Debtors operate; (l) the Securities and Exchange Commission; and (m) any party that has requested notice pursuant to Bankruptcy Rule 2002 (collectively, the "Notice Parties"). The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

No Prior Request

18. No prior request for the relief sought in this Motion has been made to this or any other court.

[Remainder of page intentionally left blank]

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

Richmond, Virginia
Dated: February 17, 2020

/s/ Jeremy S. Williams

KUTAK ROCK LLP

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and Debtors in Possession*

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

Exhibit A

Proposed Order

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Proposed Co-Counsel to the Debtors and Debtors in Possession

**IN THE UNITED STATES BANKRUPTCY COURT
 FOR THE EASTERN DISTRICT OF VIRGINIA
 RICHMOND DIVISION**

In re:)	
	)	Chapter 11
PIER 1 IMPORTS, INC.,)	
Debtor.	)	Case No. 20-30805
)	
Tax I.D. No. 75-1729843)	
In re:)	
	)	Chapter 11
PIER 1 ASSETS, INC.,)	
Debtor.	)	Case No. 20-30806
)	
Tax I.D. No. 75-2552025)	
In re:)	
	)	Chapter 11
PIER 1 HOLDINGS, INC.,)	
Debtor.	)	Case No. 20-30807
)	
Tax I.D. No. 75-2668764)	

In re:	)	Chapter 11
)	
PIER 1 IMPORTS (U.S.), INC.,	)	Case No. 20-30808
)	
Debtor.)	
)	
Tax I.D. No. 75-1673348)	

In re:	)	Chapter 11
)	
PIER 1 LICENSING, INC.,	)	Case No. 20-30809
)	
Debtor.)	
)	
Tax I.D. No. 75-2552034)	

In re:	)	Chapter 11
)	
PIER 1 SERVICES COMPANY,	)	Case No. 20-30810
)	
Debtor.)	
)	
Tax I.D. No. 75-2668767)	

In re:	)	Chapter 11
)	
PIR TRADING, INC.,	)	Case No. 20-30811
)	
Debtor.)	
)	
Tax I.D. No. 75-2355471)	

In re:	)	Chapter 11
)	
PIER 1 VALUE SERVICES, LLC,	)	Case No. 20-30804
)	
Debtor.)	
)	
Tax I.D. No. 22-3776169)	

**ORDER (I) DIRECTING JOINT ADMINISTRATION OF
CHAPTER 11 CASES AND (II) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)¹ of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an order (this “Order”), (a) directing the joint administration of the Debtors’ chapter 11 cases for procedural purposes only; 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. §§ 157 and 1334 and the *Standing Order of Reference from the United States District Court for the Eastern District of Virginia*, dated August 15, 1984; and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; 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 1409; 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’ notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and that 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 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 Motion is granted as set forth in this Order.
2. The above-captioned chapter 11 cases are consolidated for procedural purposes only and shall be jointly administered by the Court under Case No. 20-30805 (___).

¹ Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

3. The caption of the jointly administered cases should read as follows:

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION**

In re:)	
	)	Chapter 11
PIER 1 IMPORTS, INC., <i>et al.</i> , ²)	
	)	Case No. 20-30805 (___)
Debtors.)	
	)	(Jointly Administered)

4. The foregoing caption satisfies the requirements set forth in section 342(c)(1) of the Bankruptcy Code.

5. A docket entry, substantially similar to the following, shall be entered on the docket of each of the Debtors other than Pier 1 Imports, Inc. to reflect the joint administration of these chapter 11 cases:

An order has been entered in accordance with Rule 1015(b) of the Federal Rules of Bankruptcy Procedure and Rule 1015-1 of the Local Bankruptcy Rules for the United States Bankruptcy Court for the Eastern District of Virginia directing joint administration for procedural purposes only of the chapter 11 cases of: Pier 1 Imports, Inc., Case No. 20-30805; Pier 1 Assets, Inc., Case No. 20-30806; Pier 1 Holdings, Inc., Case No. 20-30807; Pier 1 Imports (U.S.), Inc., Case No. 20-30808; Pier 1 Licensing, Inc., Case No. 20-30809; Pier 1 Services Company, Case No. 20-30810; PIR Trading, Inc., Case No. 20-30811; Pier 1 Value Services, LLC, Case No. 20-30804. The docket in Case No. 20-30805 should be consulted for all matters affecting these cases.

6. The Debtors shall maintain, and the Clerk of the United States Bankruptcy Court for the Eastern District of Virginia shall keep, one consolidated docket, one file, and one consolidated service list for these chapter 11 cases.

² The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are set forth in the *Debtors’ Motion for Entry of an Order (I) Directing Joint Administration of Chapter 11 Cases and (II) Granting Related Relief* Docket No. [●]. The location of the Debtors’ service address is 100 Pier 1 Place, Fort Worth, Texas 76102.

7. The Debtors are authorized to file the monthly operating reports required by the *Operating Guidelines and Reporting Requirements of the United States Trustee for Chapter 11 Debtors in Possession and Chapter 11 Trustees*, issued by the Office of the United States Trustee for the Eastern District of Virginia, on a consolidated basis, but the Debtors shall track and break out disbursements on a debtor-by-debtor basis in each monthly operating report.

8. Nothing contained in the Motion or this Order shall be deemed or construed as directing or otherwise effecting a substantive consolidation of these chapter 11 cases, the Debtors, or the Debtors' estates, and this Order shall be without prejudice to the rights of the Debtors to seek entry of an order substantively consolidating their respective cases.

9. The requirement under Local Bankruptcy Rule 9013-1(G) to file a memorandum of law in connection with the Motion is waived.

10. 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) and the Local Bankruptcy Rules are satisfied by such notice.

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

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

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

Dated: _____
Richmond, Virginia

United States Bankruptcy Judge

WE ASK FOR THIS:

/s/ Jeremy S. Williams

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Peter J. Barrett (VA 46179)

Jeremy S. Williams (VA 77469)

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Proposed Co-Counsel to the Debtors and Debtors in Possession

CERTIFICATION OF ENDORSEMENT
UNDER LOCAL BANKRUPTCY RULE 9022-1(C)

Pursuant to Local Bankruptcy Rule 9022-1(C), I hereby certify that the foregoing proposed order has been endorsed by or served upon all necessary parties.

/s/ Jeremy S. Williams

TAB K

THIS IS EXHIBIT "K" REFERRED TO IN THE
AFFIDAVIT OF GRAEME ROTRAND SWORN
BEFORE ME THIS 18TH DAY
OF FEBRUARY, 2020

Waleed Malik

Notary Public in and for the Province of Ontario

Relief Requested

1. The Debtors seek entry of an order, substantially in the form attached hereto as **Exhibit A** (the “Order”): (a) establishing certain notice, case management, and administrative procedures, attached as **Exhibit 1** to the Order (the “Case Management Procedures”), which: (i) direct that matters requiring notice under rule 2002(a)(2)–(6) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) will be served only to individuals and entities identified on a shortened mailing list and those creditors who, in accordance with rules 2002-1 and 9013-1(M) of the Local Rules of the United States Bankruptcy Court for the Eastern District of Virginia (the “Local Bankruptcy Rules”), file with the Court a request that they receive such notice pursuant to Bankruptcy Rule 2002; (ii) allow electronic service of all documents (except complaints and summonses) for the 2002 List (as defined in the Case Management Procedures); and (iii) direct that all matters be heard at periodic omnibus hearings to be scheduled in advance by the Court; (b) approving the notice of commencement substantially in the form of **Exhibit 2** to **Exhibit A** attached hereto; and (c) granting related relief.

Jurisdiction and Venue

2. The United States Bankruptcy Court for the Eastern District of Virginia (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference from the United States District Court for the Eastern District of Virginia*, dated August 15, 1984. The Debtors confirm their consent, pursuant to Rule 7008 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), to the entry of a final order by the Court in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

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

4. The bases for the relief requested herein are sections 102(1) and 105(a) of the Bankruptcy Code, Bankruptcy Rules 2002 and 9007, and Local Bankruptcy Rules 5005-2 and 9013-1(M).

Background

5. The Debtors are a leading omni-channel retailer of unique home décor, furniture, and accessories. Their retail approach has focused on providing the discerning customer a curated mix of home goods from artisans around the world. The Debtors offer their merchandise through 923 stores throughout the United States and Canada as well as online through their U.S. e-commerce website. The Debtors are headquartered in Fort Worth, Texas and currently employ approximately 17,000 non-seasonal employees. On January 6, 2020, the Debtors announced the closing of up to 450 of their stores, and in connection with the filing of these chapter 11 cases, the Debtors announced the closing of all Canadian operations.

6. The Debtors commenced these chapter 11 cases to facilitate a timely and efficient process that will maximize the value of the Debtors' estates for the benefit of all stakeholders. The Debtors anticipate winding down the brick-and-mortar stores not part of their go-forward plan and will seek to implement a value-maximizing going-concern transaction for the remaining operations.

7. As of the Petition Date, each of the Debtors filed a petition with the Court under chapter 11 of the Bankruptcy Code. The Debtors will also file for relief under the Companies' Creditors Arrangement Act (Canada). The Debtors continue to operate their businesses and manage their properties as debtors and debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. Concurrently with the filing of this motion, the Debtors have requested procedural consolidation and joint administration of these 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 committees have been appointed or designated.

Case Management Procedures

8. The Debtors have thousands of potential creditors who, along with other parties in interest in these chapter 11 cases, may file requests for service of filings pursuant to Bankruptcy Rule 2002 (the “2002 List”).³ The Debtors also expect that numerous motions and applications will be filed in these chapter 11 cases in pursuit of various forms of relief.

9. As contemplated by the Case Management Procedures, with the advance scheduling of periodic omnibus hearings, parties in interest—as well as the Debtors—will be better able to plan for and schedule attendance at hearings. Such forethought will reduce the need for emergency hearings and requests for expedited relief, and will foster consensual resolution of important matters. Moreover, by directing that certain notices be mailed only to recipients named on a shortened mailing list and those creditors that file a request with the Court to receive such notices, all parties in interest will be assured of receiving appropriate notice of matters affecting their interests and ample opportunity to prepare for and respond to such matters.

10. Further, a shortened mailing list will significantly reduce the substantial administrative and financial burden that would otherwise be placed on the Debtors’ estates and other parties in interest that file documents in these chapter 11 cases. Similarly, allowing electronic service of documents to those parties listed on the 2002 List in accordance with the Case Management Procedures will further reduce the administrative and financial burden on the

³ Bankruptcy Rule 2002(i) provides, in pertinent part: “[T]he court may order that notices . . . be transmitted to the United States trustee and be mailed only to the committees elected under § 705 or appointed under § 1102 of the Code or to their authorized agents and to the creditors and equity security holders who serve on the trustee or debtor in possession and file a request that all notices be mailed to them.”

Debtors' estates, as well as on other serving parties, and will, in many cases, allow for more expedient service of documents.

11. Finally, the Debtors' proposed notice and claims agent, Epiq Corporate Restructuring, LLC ("Epiq"),⁴ intends to establish a case website available at <https://dm.epiq11.com/Pier1> (the "Case Website") where, among other things, electronic copies of all pleadings filed in these chapter 11 cases will be posted as soon as practicable, but in any event within three business days of filing, and may be viewed free of charge.

12. As noted above, the Case Management Procedures proposed herein are set forth in detail and attached as Exhibit 1 to Exhibit A hereto. The Case Management Procedures will be (a) distributed to the Core Group (as defined in the Case Management Procedures) and the 2002 List with the *Notice of Commencement of the Chapter 11 Cases* (to save mailing costs) and (b) available at all times on the Case Website. Moreover, the Debtors will redistribute the Case Management Procedures to the 2002 List in the event the Case Management Procedures are modified.

I. Notice Procedures.

13. Given the administrative cost of mailing notices to all of the Debtors' creditors and parties in interest in these chapter 11 cases, the Debtors request that the mailing matrix for matters requiring notice under Bankruptcy Rule 2002(a)(2)–(6) be limited in accordance with the Case Management Procedures.

14. The Case Management Procedures will not, however, affect the Debtors' obligation to give notice to all creditors, parties in interest, and, where applicable, equity security holders of

⁴ Contemporaneously herewith, the Debtors filed with the Court the *Debtors' Application for Entry of an Order Pursuant to 28 U.S.C. § 156(c) (I) Approving the Retention and Appointment of Epiq Corporate Restructuring, LLC as Claims and Noticing Agent to the Debtors, Effective Nunc Pro Tunc to the Petition Date and (II) Granting Related Relief*, seeking approval to retain Epiq as notice and claims agent.

(a) the meeting of creditors, (b) the dismissal or conversion of the Debtors' chapter 11 cases to another chapter under the Bankruptcy Code, (c) the time fixed to accept or reject a proposed modification of a chapter 11 plan, (d) the time fixed for filing proofs of claim, (e) the time fixed for filing objections to and the hearing on the disclosure statement and confirmation of the chapter 11 plan (which incorporates any sale of assets), or (f) entry of an order confirming a chapter 11 plan. In addition, the Debtors shall be required to comply with the notice requirements of Bankruptcy Rules 2002(d), 4006, and 4007(a)-(c), and Local Bankruptcy Rule 2002-1(E).

II. Electronic Service.

15. The Debtors also request that the Court allow electronic service (where available) of documents to the 2002 List to further reduce the administrative and financial burden of providing notice to the Debtors' creditors and other parties in interest. The Case Management Procedures contain provisions that the Debtors believe will ensure that electronic service is efficient and effective. Accordingly, the Debtors request that the Court implement certain procedures (the "Administrative Procedures") in accordance with (a) Local Bankruptcy Rule 5005-2 and (b) the Court's Case Management/Electronic Case Files Policy (the "CM/ECF Policy").

16. Further, the Debtors request that the filing deadlines should not require three additional days' notice as set forth in Rule 6(e) of the Federal Rules of Civil Procedure (indirectly made applicable to contested matters by Bankruptcy Rule 9014(b) and to adversary proceedings by Bankruptcy Rule 7005(b)(2)(D) and Bankruptcy Rule 9006(f)).

III. Periodic Omnibus Hearings.

17. Given the number of parties in interest and the size and complexity of these chapter 11 cases, the Debtors respectfully request entry of an order scheduling periodic omnibus

hearings (the “Omnibus Hearings”), to be determined in consultation with the Office of the United States Trustee for the Eastern District of Virginia (the “U.S. Trustee”) in accordance with the Case Management Procedures and subject to the Court’s schedule. The Debtors will send notices of the Omnibus Hearings to the Core Group and 2002 List when the Omnibus Hearings are scheduled, post the schedule of Omnibus Hearings on the Case Website, and file notices of additional Omnibus Hearings on a periodic basis with the Court.

Basis for Relief

18. The Bankruptcy Code, the Bankruptcy Rules, and the Local Bankruptcy Rules provide the Debtors with the authority to establish notice, case management, and administrative procedures. In particular, Bankruptcy Rule 2002(a) provides that, unless otherwise ordered by the Court, notice of certain matters must be given to, among others, all of the Debtors’ creditors, equity security holders, and other parties in interest. Fed. R. Bankr. P. 2002(a). The Bankruptcy Rules further provide that “[t]he court may from time to time enter orders designating the matters in respect to which, the entity to whom, and the form and manner in which notices shall be sent except as otherwise provided by these rules.” Fed. R. Bankr. P. 2002(m); *see also* Fed. R. Bankr. P. 9007 (“When notice is to be given under these rules, the court shall designate, if not otherwise specified herein, the time within which, the entities to whom, and the form and manner in which the notice shall be given.”).

19. In addition, section 105(a) of the Bankruptcy Code grants bankruptcy courts broad authority and discretion to enforce the provisions of the Bankruptcy Code either under specific statutes or under equitable common law principles. Specifically, section 105(a) of the Bankruptcy Code provides:

The court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title. No provision of this title providing for the raising of an issue by a party in interest shall be construed to preclude the court from, *sua sponte*, taking any action or making any determination necessary or appropriate to enforce or implement court orders or rules, or to prevent the abuse or process.

11 U.S.C. § 105(a).

20. Section 102(1) of the Bankruptcy Code states that where the Bankruptcy Code provides for an action to occur “after notice and a hearing,” such action may occur “after such notice as is appropriate in the particular circumstances, and such opportunity for a hearing as is appropriate in the particular circumstances” 11 U.S.C. § 102(1)(A).

21. As explained above, these chapter 11 cases are large, complex, and involve thousands of creditors and parties in interest, many of whom will have multiple concerns that may result in the filing of numerous pleadings, notices pursuant to Bankruptcy Rule 2002, and requests for service that could very well lead to numerous, fragmented hearings. The costs and burdens associated with multiple hearings per month, plus the costs associated with copying, mailing, overnighting, or otherwise serving paper copies of all filings, will impose economic and administrative burdens on the Debtors’ estates, the Court, and all other parties in interest. Moreover, constant mass mailings will require the Debtors and their advisors to divert their limited resources away from reorganizing their business. Therefore, the Debtors submit that electronic notice, whenever possible, should be permitted to alleviate this burden.

22. Further, pursuant to the Administrative Procedures, a registered CM/ECF user “consents to receive notice and service by electronic means, which shall constitute proper service,” and furthermore, “[i]f the recipient of notice or service is a registered participant, service of the ‘Notice of Electronic Filing’ shall be the equivalent of service of the filing by first class mail, postage prepaid.” *See* CM/ECF Policy 9. Pursuant to the Case Management Procedures, all parties

in these cases who are registered participants in the Court's CM/ECF system will receive a "Notice of Electronic Filing" via electronic mail whenever a filing is effected, which will provide additional notice to such parties. Although email is nearly universally available, if a party cannot reasonably obtain access to email, then such party may seek an exemption pursuant to the Case Management Procedures to receive paper copies. Therefore, no party will be adversely affected by the proposed email service set forth herein.

23. The Debtors respectfully submit that adopting the Case Management Procedures will substantially reduce administrative burdens and result in substantial cost savings to the Debtors' estates because of the reduction of time and money the Debtors will have to expend. Pursuant to the Case Management Procedures, all parties in interest that may be directly affected by a request for relief, response, objection, or adversary proceeding filed with the Court will receive notice thereof directly from the entity submitting such documents to the Court well in advance of the relevant hearing. Thus, no party in interest will be adversely affected.

24. Courts in this district have routinely granted similar case management procedures to reduce the expense of administering large chapter 11 cases. *See, e.g., In re Gemstone Solutions Group, Inc.*, No. 19-30258 (KLP) (Bankr. E.D. Va. Jan. 17, 2019); *In re Toys "R" Us, Inc.*, No. 17-34665 (KLP) (Bankr. E.D. Va. Sept. 21, 2017); *In re The Gymboree Corp.*, No. 17-32986 (KLP) (Bankr. E.D. Va. June 12, 2017); *In re Penn Virginia Corp.*, No. 16-32395 (KLP) (Bankr. E.D. Va. May 16, 2016); *In re Alpha Nat. Res., Inc.*, No. 15-33896 (KRH) (Bankr. E.D. Va. Aug. 5, 2015).⁵

25. The establishment of the Case Management Procedures will promote the efficient and orderly administration of these chapter 11 cases. Indeed, authorizing the Debtors to serve their

⁵ Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Motion. Copies of these orders are available upon request of the Debtors' proposed counsel.

documents on a limited mailing matrix will ease the administrative and economic burdens on the Court and the Debtors' estates. Authorizing electronic service in these chapter 11 cases for the 2002 List will also allow for efficient and effective service at a significantly reduced cost to the Debtors' estates and other serving parties. Early notice of Omnibus Hearings to all parties in interest will enable these parties to plan efficiently for the use of hearing time, will avoid the need for numerous hearings within each month, and will lessen the burden on the Court and on the Debtors' estates. Additionally, parties in interest will still have the opportunity to bring true emergency matters before the Court on an expedited basis pursuant to the Local Bankruptcy Rules and the Case Management Procedures.

26. Accordingly, for the reasons stated herein, the Debtors believe the Case Management Procedures are appropriate and should be approved and implemented in the chapter 11 cases.

Waiver of Memorandum of Points and Authorities

27. The Debtors respectfully request that this Court treat this Motion as a written memorandum of points and authorities or waive any requirement that this Motion be accompanied by a written memorandum of points and authorities as described in Local Bankruptcy Rule 9013-1(G).

Notice

28. The Debtors will provide notice of this Motion via first class mail, facsimile or email (where available) to: (a) the United States Trustee for the Eastern District of Virginia, Attn: Kenneth N. Whitehurst III and Shannon F. Pecoraro; (b) the holders of the 30 largest unsecured claims against the Debtors (on a consolidated basis); (c) the agents under the Debtors' prepetition secured facilities and counsel thereto; (d) the DIP Agents and their respective counsel thereto; (e) the indenture trustee to the Debtors' industrial revenue bonds; (f) counsel to the ad hoc

group of term loan lenders; (g) the lenders under certain Company-owned life insurance policies; (h) the Debtors' Canadian counsel; (i) the United States Attorney's Office for the Eastern District of Virginia; (j) the Internal Revenue Service; (k) the office of the attorneys general for the states in which the Debtors operate; (l) the Securities and Exchange Commission; and (m) any party that has requested notice pursuant to Bankruptcy Rule 2002 (collectively, the "Notice Parties"). The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

No Prior Request

29. No prior request for the relief sought in this Motion has been made to this or any other court.

[Remainder of page intentionally left blank]

WHEREFORE, the Debtors respectfully request that the Court enter the Order granting the relief requested herein and such other relief as the Court deems appropriate under the circumstances.

Richmond, Virginia
Dated: February 17, 2020

/s/ Jeremy S. Williams

KUTAK ROCK LLP

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*Proposed Co-Counsel to the Debtors
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Exhibit A

Proposed Order

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Proposed Co-Counsel to the Debtors and Debtors in Possession

**IN THE UNITED STATES BANKRUPTCY COURT
 FOR THE EASTERN DISTRICT OF VIRGINIA
 RICHMOND DIVISION**

In re:)	
	)	Chapter 11
PIER 1 IMPORTS, INC., <i>et al.</i> , ¹	)	Case No. 20-30805
)	
Debtors.	)	(Joint Administration Requested)
)	

**ORDER (I) ESTABLISHING CERTAIN NOTICE, CASE MANAGEMENT, AND
 ADMINISTRATIVE PROCEDURES AND (II) GRANTING RELATED RELIEF**

Upon the motion (the "Motion")² of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an order (this "Order"): (a) authorizing the Debtors to establish certain notice, case management, and administrative procedures and (b) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declarations; and this Court

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are set forth in the *Debtors' Motion for Entry of an Order (I) Directing Joint Administration of Chapter 11 Cases and (II) Granting Related Relief* filed contemporaneously herewith. The location of the Debtors' service address is 100 Pier 1 Place, Fort Worth, Texas 76102.

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

having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference from the United States District Court for the Eastern District of Virginia*, dated August 15, 1984; and that this Court having determined that it may enter a final order consistent with Article III of the United States Constitution; 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 1409; 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' 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 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 Motion is granted as set forth herein.
2. The Case Management Procedures attached as **Exhibit 1** hereto are hereby approved and shall govern all applicable aspects of the chapter 11 cases, including, among other things, establishing the following deadlines:
 - a. ***Objections.*** Unless otherwise ordered by the Court, objections to matters scheduled to be heard at an Omnibus Hearing shall be filed no later than 7 calendar days before the applicable hearing date if the filing is served at least 21 calendar days prior to the applicable hearing date, or 3 calendar days before the applicable hearing date if the filing is served less than 21 calendar days but at least 14 calendar days prior to the applicable hearing date; *provided*, that the Debtors' counsel may propose to schedule matters filed by another party on a date other than the next Omnibus Hearing date if the Debtors in good faith believe that the hearing on the particular matter could exceed one hour.

b. *Agendas*. The Debtors' counsel shall file a proposed agenda with regard to the matters that are scheduled to be heard at such Omnibus Hearing no later than the date that is two calendar days prior to each Omnibus Hearing.

3. The Bankruptcy Code, the Bankruptcy Rules, and the Local Bankruptcy Rules shall apply to the chapter 11 cases, except to the extent that they conflict with the Case Management Procedures.

4. Nothing herein or in the Case Management Procedures shall affect the Debtors' obligations to give notice to all creditors, parties in interest, and, where applicable, equity security holders of (a) the meeting of creditors, (b) a proposed sale of assets pursuant to section 363 of the Bankruptcy Code by motion filed with the Court; (c) the dismissal or conversion of the Debtors' chapter 11 cases to another chapter, (d) the time fixed to accept or reject a proposed modification of a chapter 11 plan, (e) the time fixed for filing proofs of claim, (f) the time fixed for filing objections to and the hearing on the disclosure statement and the confirmation of a chapter 11 plan (which includes any sale of assets), or (g) entry of an order confirming a chapter 11 plan. In addition, the Debtors shall be required to comply with the notice requirements of Bankruptcy Rules 2002(d), 4006, and 4007.

5. The form of notice of commencement of the chapter 11 cases, attached hereto as **Exhibit 2**, is hereby approved. Such notice shall be served on all known creditors by Epiq by first class U.S. mail, postage prepaid, no later than five business days after the date of entry of this Order.

6. The requirement under Local Bankruptcy Rule 9013-1(G) to file a memorandum of law in connection with the Motion is waived.

7. 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) are satisfied by such notice.

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

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

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

Dated: _____
Richmond, Virginia

United States Bankruptcy Judge

WE ASK FOR THIS:

/s/ Jeremy S. Williams

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Peter J. Barrett (VA 46179)

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Proposed Co-Counsel to the Debtors and Debtors in Possession

CERTIFICATION OF ENDORSEMENT
UNDER LOCAL BANKRUPTCY RULE 9022-1(C)

Pursuant to Local Bankruptcy Rule 9022-1(C), I hereby certify that the foregoing proposed order has been endorsed by or served upon all necessary parties.

/s/ Jeremy S. Williams

Exhibit 1

Case Management Procedures

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION**

In re:)	
	)	Chapter 11
)	
PIER 1 IMPORTS, INC., <i>et al.</i> , ¹	)	Case No. 20-30805
)	
Debtors.	)	(Joint Administration Requested)
)	

NOTICE, CASE MANAGEMENT, AND ADMINISTRATIVE PROCEDURES

These notice, case management, and administrative procedures (the “Case Management Procedures”) have been approved by the United States Bankruptcy Court for the Eastern District of Virginia (the “Court”) for the chapter 11 cases of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) pursuant to the *Order (I) Establishing Certain Notice, Case Management, and Administrative Procedures and (II) Granting Related Relief* entered on [_____], 2020.

Chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”), the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and the Local Rules of the United States Bankruptcy Court for the Eastern District of Virginia (the “Local Bankruptcy Rules”) shall govern all matters in the chapter 11 cases, except to the extent such rules conflict with or are inconsistent with the procedures set forth herein.

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are set forth in the *Debtors’ Motion for Entry of an Order (I) Directing Joint Administration of Chapter 11 Cases and (II) Granting Related Relief* filed contemporaneously herewith. The location of the Debtors’ service address is 100 Pier 1 Place, Fort Worth, Texas 76102.

I. Access to Documents.

1. Epiq, the Debtors' proposed notice and claims agent, maintains a case-specific website at <https://dm.epiq11.com/Pier1> (the "Case Website"), where, among other things, electronic copies of all pleadings filed in the chapter 11 cases shall be posted as soon as practicable, but not later than three business days after filing and may be viewed free of charge. Additionally, electronic copies of all pleadings and documents are available for a fee via PACER on the Court's website at <http://www.vaeb.uscourts.gov>. Finally, paper copies of all pleadings filed in the chapter 11 cases may be available from the Court.

II. Master Service List and Electronic Mail Service.

2. *Procedures Established for Notices.* All (a) notices, motions, applications, and other requests for relief, (b) briefs, memoranda, affidavits, declarations, replies, and other documents filed in support of such papers seeking relief (collectively, the "Requests for Relief"), and (c) all objections and responses to such Requests for Relief (collectively, the "Objections," and, together with the Requests for Relief and all other filed documents, the "Rule 2002 Court Filings") shall be filed with the Court or other applicable court and served in accordance with the notice procedures set forth herein (the "Notice Procedures").

3. *Definition of Entities Entitled to Service.* All Rule 2002 Court Filings shall be served on the Core Group, the 2002 List, and Affected Entities (each as defined herein and collectively, the "Service List") according to the Notice Procedures. A Rule 2002 Court Filing is deemed not to have been properly served until served, at a minimum, on all of the parties in the Core Group.

a. *Core Group.* The following entities shall comprise the core group of entities in the Debtors' chapter 11 cases (collectively, the "Core Group"):

(i) Office of the United States Trustee for the Eastern District of Virginia (the "U.S. Trustee"), 701 East Broad Street, Suite 4304,

Richmond, Virginia 23219, Attn: Kenneth N. Whitehurst III and Shannon F. Pecoraro

- (ii) Pier 1 Imports, Inc., 100 Pier 1 Place, Fort Worth, Texas 76102, Attn: General Counsel;
- (iii) proposed co-counsel for the Debtors, Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn: Joshua A. Sussberg, P.C., Emily E. Geier, and AnnElyse Scarlett Gains, and Kirkland & Ellis LLP, 300 North LaSalle Street, Chicago, Illinois 60654, Attn: Joshua M. Altman;
- (iv) proposed co-counsel for the Debtors, Kutak Rock LLP, 901 East Byrd St., Suite 1000, Richmond, VA 23219, Attn: Michael A. Condyles, Peter J. Barrett, Jeremy S. Williams, and Brian H. Richardson;
- (v) counsel for any committee appointed pursuant to section 1102 of the Bankruptcy Code;²
- (vi) agents under the Debtors' prepetition secured facilities and counsel thereto;
- (vii) counsel to the DIP Administrative Agent;
- (viii) counsel to the DIP ABL Term Agent;
- (ix) counsel to the ad hoc group of term loan lenders;
- (x) the Debtors' Canadian counsel; and
- (xi) any party that has requested notice pursuant to Bankruptcy Rule 2002.

Updated Core Group lists will be provided on the Case Website from time to time.

- b. **2002 List.** This group shall be comprised of all entities that have filed a request for service of filings pursuant to Bankruptcy Rule 2002.
 - (i) ***Filing Requests for Documents Requires Email Address.*** A request for service of papers pursuant to Bankruptcy Rules 2002 (each, a "2002 Notice Request") filed with the Court shall be deemed proper if and only if it includes the following information with request to the party filing such request: (A) name; (B) street

² Before the appointment of an official committee of unsecured creditors and its counsel, service shall be made upon the holders of the Debtors' 30 largest unsecured claims pursuant to Bankruptcy Rule 1007(d).

address; (C) name of client(s), if applicable; (D) telephone number; (E) facsimile number; and (F) electronic mail (or email) address.

- (ii) ***Certification Opting Out of Email Service.*** Any individual or entity filing a 2002 Notice Request who does not maintain (and cannot practicably obtain) an email address and thereafter cannot receive service by email must include in the 2002 Notice Request a certification to that effect (the “Certification”). The Certification shall include a statement certifying that the individual or entity (A) does not maintain an email address and (B) cannot practicably obtain an email address at which the individual or entity could receive service by email.
- (iii) ***2002 Notice List.*** The Debtors or Epiq shall be responsible for maintaining an updated list of those that have submitted a proper 2002 Notice Request (the “2002 List”). It is the responsibility of each entity submitting a 2002 Notice Request to file with the Court an updated 2002 Notice Request as necessary to reflect changes to any information, including email address and contact person, and serve a copy of such request upon the Debtors.

- c. ***Affected Entities.*** This group shall be comprised of all entities with a particularized interest in the subject matter of the particular court filing (each, an “Affected Entity”).

4. At least every 15 days during the first 60 days of the chapter 11 cases, and thereafter at least every 30 days, until confirmation of a proposed chapter 11 plan or conversion of the Debtors’ cases to another chapter under the Bankruptcy Code, Epiq shall maintain and update the 2002 List by: (a) making any additions and deletions; (b) serving the updated 2002 List on the parties listed thereon; (c) filing a proof of service; and (d) simultaneously with the filing of the 2002 List, posting an updated version of the 2002 List on the Case Website.

5. ***Waiver of Memorandum of Points and Authorities.*** Notwithstanding Local Bankruptcy Rule 9013-1(G), motions filed without a separate memorandum of points and authorities shall be deemed to include a request for a waiver of a separate memorandum or deemed a single memorandum and motion as allowed by Local Bankruptcy Rule 9013-1(G).

6. ***Service of Motions.*** With respect to filings for which particular notices are required to be served on all creditors and parties in interest, including Bankruptcy Rules 2002(a)(2)–(6), 4001, 6004, 6007, or 9019, parties shall serve all such filings only on the appropriate Service List by email or by paper copy if an exemption is granted, and in accordance with the following procedures, unless otherwise ordered by the Court:

- a. in the case of the use, sale, or lease of property pursuant to section 363 of the Bankruptcy Code, on all creditors, parties in interest and, where applicable, equity security holders;
- b. in the case of abandonment of property, on each entity asserting an interest in that property;
- c. in the case of a motion for relief or modification of the automatic stay, on each entity asserting a lien or encumbrance on the affected property;
- d. in the case of a motion relating to the use of cash collateral or obtaining credit, on each party asserting an interest in the cash collateral or a lien or other interest in property upon which a lien or encumbrance is proposed to be granted;
- e. in the case of a motion under Bankruptcy Rule 9019, on all parties that are parties to the relevant compromise and settlement or that may be directly affected by such compromise or settlement;
- f. in the case of assumption, assignment, or rejection of an executory contract or an unexpired lease, on each party to the executory contract or the unexpired lease;
- g. any objection, opposition, response, reply, or further document filed directly in response to a document shall be served on the entity that filed such document; and
- h. all matters for which the Bankruptcy Rules specifically require notice to all parties in interest shall be served on all parties in interest unless otherwise directed by the Court.

7. Except as set forth herein or otherwise provided by order of the Court, the Notice Procedures shall not apply to notices of the matters or proceedings described in the following Bankruptcy Rules:

- a. Bankruptcy Rule 2002(a)(1) (meeting of creditors pursuant to section 341 of the Bankruptcy Code);
- b. Bankruptcy Rule 2002(a)(7) (time fixed for filing a proof of claim pursuant to Bankruptcy Rule 3003(c));
- c. Bankruptcy Rule 2002(b)(1) (time fixed for filing objections and any hearing to consider approval of a disclosure statement);
- d. Bankruptcy Rule 2002(b)(2) (time fixed for filing objections and any hearing to consider confirmation of a chapter 11 plan);
- e. Bankruptcy Rule 2002(d) (certain matters for which notice is to be provided to equity security holders);
- f. Bankruptcy Rule 2002(f)(1) (entry of an order for relief);
- g. Bankruptcy Rule 2002(f)(2) (dismissal or conversion of a case to another chapter of the Bankruptcy Code);
- h. Bankruptcy Rule 2002(f)(3) (time allowed for filing claims pursuant to Bankruptcy Rule 3002);
- i. Bankruptcy Rule 2002(f)(6) (waiver, denial, or revocation of a discharge as provided in Bankruptcy Rule 4006);
- j. Bankruptcy Rule 2002(f)(7) (entry of an order confirming a chapter 11 plan); and
- k. Bankruptcy Rule 2002(f)(8) (summary of the trustee's final report and account should a case be converted to chapter 7 of the Bankruptcy Code).

8. ***Notice a Matter for Hearing.*** Parties should consult Local Bankruptcy Rule 9013-1(M) regarding the form and content of notices and visit https://www.vaeb.uscourts.gov/wordpress/?page_id=690 for sample notices.

9. ***Certificates of Service.*** Notwithstanding Local Bankruptcy Rule 5005-1(C)(8), certificates of service of all Rule 2002 Court Filings, including a Service List, shall be filed by the party seeking relief with the Court within seven days of the completion of noticing any particular matter; *provided, however*, that parties shall not be required to include the Service List when serving the certificate of service to such recipients.

10. ***Serving Adversary Proceedings.*** All pleadings and other Court filings in any adversary proceeding commenced in the chapter 11 cases shall be served upon the Core Group, each Affected Entity, and any other entities required to be served under any applicable Bankruptcy Rule or Local Bankruptcy Rule.

III. Service by Electronic Mail.

11. ***Service by Electronic Mail.*** All Rule 2002 Court Filings shall be electronically served on the Court's electronic filing system, other than service of a summons and complaint in an adversary proceeding or documents filed under seal, which shall be deemed to constitute proper service for all parties who are sent such email service. Subject to the limited exclusions set forth herein, each party that has filed a notice of appearance and a request for service of papers shall be deemed to have consented to electronic service of papers, in accordance with "CM/ECF Policy 9 - Service of Documents" of the Case Management/Electronic Case Files Policy ("CM/ECF Policy"). A party filing a Rule 2002 Court Filing that is served on entities via the Court's electronic filing system has no further obligation for service of such Rule 2002 Court Filing with respect to such entities to be proper.

12. If a 2002 Notice Request fails to include an email address or a Certification, the Debtors shall forward a copy of these Case Management Procedures to such party within five business days specifically requesting an email address. If no email address or no Certification is provided in response to such request, such party shall not be added to the 2002 List and shall not be served with copies of pleadings and documents filed in the chapter 11 cases unless such pleadings and/or documents directly affect such party.

13. The filing deadlines do not require three additional days' notice as set forth in Rule 6(e) of the Federal Rules of Civil Procedure (made applicable to contested matters indirectly

by Bankruptcy Rule 9014(b) and to adversary proceedings by Bankruptcy Rule 7005(b)(2)(D)) and Bankruptcy Rule 9006(f) when a document is served by electronic or overnight mail, including service, via the Court's electronic filing system.

14. ***Identification of Attorney.*** As set forth in Local Bankruptcy Rule 5005-1(C)(5), on the first page of every Rule 2002 Court Filing, the attorney filing the same shall be identified by name, state bar number, complete mailing address, telephone number, and the name of the party whom the attorney represents.

IV. Omnibus Hearing Dates.

15. **First Omnibus Hearings.** Periodic omnibus hearings will occur as may be scheduled by the Court (the "Omnibus Hearings"). The Court has set the following dates and times (all prevailing Eastern Time) as the next omnibus hearings:

- a. _____, 2020, at __:__ .m.;
- b. _____, 2020, at __:__ .m.;
- c. _____, 2020, at __:__ .m.;
- d. _____, 2020, at __:__ .m.; and
- e. _____, 2020, at __:__ .m.

16. ***Future Omnibus Hearings.*** Throughout the chapter 11 cases, the Debtors shall periodically request that future Omnibus Hearings be scheduled as necessary. The Debtors, in consultation with the U.S. Trustee, shall send notices of the Omnibus Hearings to the Core Group and 2002 List when the Omnibus Hearings are scheduled, post the schedule of Omnibus Hearings on the Case Website, and file notices of additional Omnibus Hearing dates on a periodic basis with the Court. For information concerning future Omnibus Hearings that have been scheduled by the Court, entities may visit the Case Website, or contact the Clerk of the Court at 701 Broad Street, Suite 4000, Richmond, Virginia 23219 or by visiting www.vaeb.uscourts.gov.

17. All Requests for Relief, Objections, and all other matters requiring a hearing in the chapter 11 cases shall be set forth and be heard at an Omnibus Hearing unless otherwise ordered by the Court for good cause shown. All Requests for Relief and Objections thereto and all other matters will be considered or heard only at Omnibus Hearings, unless the Court orders otherwise, in accordance with the following:

- a. In the event that a party files a Request for Relief at least 21 calendar days prior to the next scheduled Omnibus Hearing, the matter shall be set for hearing on such scheduled Omnibus Hearing and the deadline to file an Objection to such Request for Relief shall be seven calendar days prior to the Omnibus Hearing; *provided, however*, the Debtors' counsel may propose to schedule matters filed by another party on a date other than the next Omnibus Hearing date if the Debtors in good faith believe that the hearing on the particular matter could exceed one hour.
- b. In the event that a party files a Request for Relief less than 21 calendar days but at least 14 calendar days prior to the next scheduled Omnibus Hearing, the matter shall be set for hearing on such scheduled Omnibus Hearing and the deadline to file an Objection to such Request for Relief shall be three calendar days prior to the Omnibus Hearing; *provided, however*, the Debtors' counsel may propose to schedule matters filed by another party on a date other than the next Omnibus Hearing date if the Debtors in good faith believe that the hearing on the particular matter could exceed one hour.
- c. In the event that a party files a Request for Relief less than 14 calendar days prior to the next scheduled Omnibus Hearing, unless the Court orders otherwise, the matter shall be set for a date other than the next Omnibus Hearing date in accordance with paragraphs (a) and (b) herein.
- d. Notwithstanding any procedure herein, nothing herein shall restrict any entity from requesting an emergency hearing pursuant to the Local Bankruptcy Rules.

18. ***Procedures Regarding the Omnibus Hearings.*** The following procedures will apply unless the Court orders otherwise:

- a. Except as specifically set forth herein, all notice periods for Requests for Relief shall be computed in accordance with the Bankruptcy Rules and Local Bankruptcy Rules and nothing in these Case Management Procedures shall be deemed to change such requirements.

- b. Any notice of an Omnibus Hearing shall conspicuously contain the date and time that the hearing will be held in the event that an Objection is filed in accordance with the applicable rules.
- c. Deadlines for responding to a Request for Relief shall be governed by these Case Management Procedures and the Local Bankruptcy Rules, except to the extent the Local Bankruptcy Rules conflict with these Case Management Procedures, in which case the Case Management Procedures shall govern. A reply to any responsive pleading must be received no later than 12:00 p.m. (prevailing Eastern Time) on the date that is one business day before the applicable hearing date.
- d. Nothing contained herein shall prejudice the rights of any party in interest to move the Court to further limit or expand notice of matters and proceedings upon a showing of good cause, including, but not limited to, the right to file a Request for Relief upon shortened notice or to seek an enlargement or reduction of time pursuant to Bankruptcy Rule 9006.
- e. If a party intends to present an order at the Omnibus Hearing different from the order attached to the motion, the Debtors' counsel, to the extent known, shall state on the hearing agenda above that a different order will be presented for entry or file such proposed order with Court in advance of the Omnibus Hearing.
- f. Notwithstanding Local Bankruptcy Rule 9013-1(J), the Debtors' counsel may, without leave of the Court and, unless upon the objection of another non-Debtor party, the Court orders otherwise, adjourn any matter to a subsequent fixed Omnibus Hearing. If a matter is adjourned, the Debtors' counsel shall update the hearing agenda accordingly.
- g. For the avoidance of doubt, the Debtors' counsel may propose to schedule matters filed by another party on a date other than the next Omnibus Hearing date if the Debtors in good faith believe that the hearing on the particular matter could exceed one hour.
- h. Upon request, the Court may allow counsel to participate in any hearing by telephone.
- i. With the consent of the Court, the Debtors may delay the start time of any previously scheduled Omnibus Hearing to accommodate potential resolution of any matters scheduled for such Omnibus Hearing.

19. ***Proposed Omnibus Hearing Agenda.*** The Debtors shall prepare Omnibus Hearing agendas in accordance with the following:

- a. No later than two calendar days prior to each Omnibus Hearing, the Debtors' counsel shall file a proposed agenda with regard to the matters that

are scheduled to be heard on such Omnibus Hearing (the “Proposed Hearing Agenda”). The Proposed Hearing Agenda is for the convenience of the Court and counsel and is not determinative of the matters to be heard on that day or whether there will be a settlement or a continuance.

- b. The Proposed Hearing Agenda will include, to the extent known by the Debtors’ counsel: (i) the docket number and title of each matter to be scheduled for hearing on such Omnibus Hearing, including the initial filing and any responses, replies, or documents related thereto; (ii) whether the matters are contested or uncontested; (iii) whether the matters have settled or are proposed to be continued; (iv) other comments that will assist the Court; and (v) a suggestion for the order in which the matters should be addressed.

20. ***Granting the Request for Relief Without a Hearing.*** Provided that the notice filed with the Request for Relief includes a statement that the Request for Relief may be granted and an order entered without a hearing unless a timely Objection is made, after the Objection deadline has passed, and no Objection has been filed or served in accordance with the procedures set forth herein, counsel to the entity that has filed the Request for Relief may file a certification indicating that no Objection has been filed or served on the entity who has filed the Request for Relief and submit an order granting the relief requested.

21. ***List.*** Notwithstanding Local Bankruptcy Rule 9022-1(B), a proponent of a Request for Relief shall serve an order granting such relief on the Core Group and 2002 List no later than five business two after such order was entered and no service list need be submitted with the proposed order.

V. Foreign Attorneys.

22. All attorneys shall carefully review the Local Bankruptcy Rules and, in particular, Local Bankruptcy Rule 2090-1 regarding the procedure for appearing and practicing before the Court, which is available on the Court’s website at https://www.vaeb.uscourts.gov/wordpress/?wpfb_dl=793.

23. Pursuant to Local Bankruptcy Rule 2090-1(E)(3), attorneys from other states and the District of Columbia (each, a “Foreign Attorney”) may appear and practice in the chapter 11 cases upon the motion of a member of the bar of the Court, which authorization shall extend to any adversary proceedings filed in connection with the cases; *provided*, that in all appearances, a Foreign Attorney must be accompanied by a member of the bar of the Court. Further, the Eastern District of Virginia does not allow Foreign Attorneys to electronically file pleadings on CM/ECF, but does allow Foreign Attorneys to register to become limited participants on its system by following the procedures set forth in the administrative procedures for CM/ECF cases. Any government attorney shall appear and practice in the chapter 11 cases pursuant to Local Bankruptcy Rule 2090-1(E)(4).

VI. Motions for Relief from the Automatic Stay.

24. The initial hearing on any motion for relief from the automatic stay shall be a preliminary hearing unless otherwise agreed to by the Debtors. Notwithstanding section 362(e) of the Bankruptcy Code, by setting a hearing on a motion for relief from the automatic stay on an Omnibus Hearing, a party shall be deemed to have consented to the automatic stay remaining in full force and effect until the conclusion of the preliminary hearing. The Court may continue the effectiveness of the automatic stay until a final hearing on the matter. Nothing in this section shall prevent a party from seeking expedited consideration of a motion for relief from the automatic stay.

VII. Evidentiary Hearings.

25. Pursuant to Bankruptcy Rule 9014 and in compliance with Local Bankruptcy Rule 9014-1, in the event that a timely Objection is made to a Request for Relief (each, a “Contested Matter”), the hearing on such a Contested Matter shall be an evidentiary hearing at

which witnesses may testify, unless the parties otherwise agree that any such hearing shall not be an evidentiary hearing, in which case, to the extent known by the Debtors' counsel, the Proposed Hearing Agenda shall state as such; *provided, however*, that the Debtors' counsel may propose to schedule matters filed by another party on a date other than the next Omnibus Hearing date if the Debtors in good faith believe that the hearing on the particular matter could exceed one hour.

26. With respect to a timely filed Objection to a Request for Relief and unless otherwise agreed to by the parties, such opposing party must contemporaneously notify the adverse party that it intends to introduce evidence or witnesses at the hearing on the Request for Relief that is the subject of the Objection. In addition to specifying whether such party intends to introduce evidence or witnesses at the hearing on the Objection, the party must also submit to the adverse party, contemporaneously with the filing of the Objection, proposed deadlines for the parties to identify, with reasonable particularity, and serve on the adverse party, its proposed evidentiary exhibits and witnesses in a written disclosure (each, a "Disclosure"), which Disclosures shall be served only on the adverse party. Such notices must be received by the adverse party, in writing, immediately upon the filing of such Objection and in any event, no later than three calendar days prior to the scheduled hearing (unless such matter is scheduled on an expedited basis, in which case the parties shall cooperate to exchange the appropriate information as quickly as is feasible). Failure to provide timely notices as set forth in this paragraph, in the discretion of the Debtors, may result in the exclusion of such evidence. In the event the parties cannot reach an agreement regarding deadlines for Disclosure, either party may seek appropriate relief from the Court.

27. Upon reasonable request, the parties subject to a Contested Matter shall provide copies of all proposed evidentiary exhibits and make all witnesses available for deposition at the

expense of the requesting party and within a time period to reasonably facilitate conducting the evidentiary hearing as scheduled.

28. Parties shall comply with the Court's *Instructions for Preparing Exhibit List and Pre-Marking Exhibits*, available at https://www.vaeb.uscourts.gov/wordpress/?wpfb_dl=250.

29. Any party subject to a Contested Matter that fails to identify its evidentiary exhibits or witnesses as provided herein may be precluded, at the Court's discretion, from presenting such evidentiary exhibits or witnesses at the hearing on the matter or, alternatively, the hearing shall be adjourned.

30. Nothing contained herein shall preclude any party from presenting proffers in connection with uncontested matters or agreeing with an opposing party to present proffers in any Contested Matter or otherwise stipulating certain facts or documents into evidence.

Exhibit 2

Notice

Information to identify the case:

Debtor: Pier 1 Imports, Inc. EIN: 75-1729843
United States Bankruptcy Court for the Eastern District of Virginia
Case Number: 20-30805
Official Form 309F (For Corporations or Partnerships)
Notice of Chapter 11 Bankruptcy Case 12/15

For the debtor listed above, a case has been filed under chapter 11 of the Bankruptcy Code. An order for relief has been entered. This notice has important information about the case for creditors, debtors, and trustees, including information about the meeting of creditors and deadlines. Read both pages carefully.

The filing of the case imposed an automatic stay against most collection activities. This means that creditors generally may not take action to collect debts from the debtor or the debtor's property. For example, while the stay is in effect, creditors cannot sue, assert a deficiency, repossess property, or otherwise try to collect from the debtor. Creditors cannot demand repayment from the debtor by mail, phone, or otherwise. Creditors who violate the stay can be required to pay actual and punitive damages and attorney's fees.

Confirmation of a chapter 11 plan may result in a discharge of debt. A creditor who wants to have a particular debt excepted from discharge may be required to file a complaint in the bankruptcy clerk's office within the deadline specified in this notice. (See line 11 below for more information.)

To protect your rights, consult an attorney. All documents filed in the case may be inspected at the bankruptcy clerk's office at the address listed below or through PACER (Public Access to Court Electronic Records at www.pacer.gov).

The staff of the bankruptcy clerk's office cannot give legal advice.

Do not file this notice with any proof of claim or other filing in the case.

1. Debtor's full name: See Chart Below

2. All other names used in the last 8 years: Not Applicable

DEBTOR	ADDRESS	CASE NO.	EIN #
Pier 1 Imports, Inc.	100 Pier 1 Place Fort Worth, Texas 76102	20-30805	75-1729843
Pier 1 Assets, Inc.	100 Pier 1 Place Fort Worth, Texas 76102	20-30806	75-2552025
Pier 1 Holdings, Inc.	100 Pier 1 Place Fort Worth, Texas 76102	20-30807	75-2668764
Pier 1 Imports (U.S.), Inc.	100 Pier 1 Place Fort Worth, Texas 76102	20-30808	75-1673348
Pier 1 Licensing, Inc.	100 Pier 1 Place Fort Worth, Texas 76102	20-30809	75-2552034
Pier 1 Services Company	100 Pier 1 Place Fort Worth, Texas 76102	20-30810	75-2668767
Pier 1 Value Services, LLC	100 Pier 1 Place Fort Worth, Texas 76102	20-30804	22-3776169
PIR Trading, Inc.	100 Pier 1 Place Fort Worth, Texas 76102	20-30811	75-2355471

3. Address: See Chart Above

4. Debtor's attorney

Joshua A. Sussberg, P.C. (*pro hac vice* admission pending)
Emily E. Geier (*pro hac vice* admission pending)
AnnElyse Scarlett Gains (*pro hac vice* admission pending)
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-and-

Joshua M. Altman (*pro hac vice* admission pending)
KIRKLAND & ELLIS LLP
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300 North LaSalle Street
Chicago, Illinois 60654
Telephone: (312) 862-2000
Facsimile: (312) 862-2200

Proposed Co-Counsel to the Debtors and Debtors in Possession

5.

Bankruptcy clerk's office
Documents in this case may be filed at this address.
You may inspect all records filed in this case at this office or online at www.pacer.gov.

U.S. Bankruptcy Court
701 East Broad Street,
Suite 4000
Richmond, Virginia 23219

Hours open:
Monday – Friday
9:00 AM – 4:00 PM ET
Contact phone 804-916-2400

6.

Meeting of creditors (if any)
The debtor's representative must attend the meeting to be questioned under oath. Creditors may attend, but are not required to do so.

Time and Date To be Determined
The meeting may be continued or adjourned to a later date. If so, the date will be on the court docket.

Location:
[]
[]

7. Proof of claim deadline

Deadline for filing proof of claim: [Not yet set. If a deadline is set, notice will be sent at a later time].

A proof of claim is a signed statement describing a creditor's claim. A proof of claim form may be obtained at www.uscourts.gov or any bankruptcy clerk's office.

Your claim will be allowed in the amount scheduled unless:

- Your claim is designated as *disputed, contingent, or unliquidated*;
- You file a proof of claim in a different amount; or
- You receive another notice

If your claim is not scheduled or if your claim is designated as *disputed, contingent, or unliquidated*, you must file a proof of claim or you might not be paid on your claim and you might be unable to vote on a plan. You may file a proof of claim even if your claim is scheduled.

You may review the schedules at the bankruptcy clerk's office or online at www.pacer.gov.

Secured creditors retain rights in their collateral regardless of whether they file a proof of claim. Filing a proof of claim submits a creditor to the jurisdiction of the

bankruptcy court, with consequences a lawyer can explain. For example, a secured creditor who files a proof of claim may surrender important nonmonetary rights, including the right to a jury trial.

8. Exception to discharge deadline

The bankruptcy clerk's office must receive a complaint and any required filing fee by the following deadline.

You must start a judicial proceeding by filing a complaint if you want to have a debt excepted from discharge under 11 U.S.C. § 1141(d)(6)(A).

Deadline for filing the complaint: [To be Determined]

9. Creditors with a foreign address

If you are a creditor receiving notice mailed to a foreign address, you may file a motion asking the court to extend the deadlines in this notice. Consult an attorney familiar with United States bankruptcy law if you have any questions about your rights in this case.

10. Filing a Chapter 11 bankruptcy case

Chapter 11 allows debtors to reorganize or liquidate according to a plan. A plan is not effective unless the court confirms it. You may receive a copy of the plan and a disclosure statement telling you about the plan, and you may have the opportunity to vote on the plan. You will receive notice of the date of the confirmation hearing, and you may object to confirmation of the plan and attend the confirmation hearing. Unless a trustee is serving, the debtor will remain in possession of the property and may continue to operate its business.

11. Discharge of debts

Confirmation of a chapter 11 plan may result in a discharge of debts, which may include all or part of your debt. See 11 U.S.C. § 1141(d). A discharge means that creditors may never try to collect the debt from the debtor except as provided in the plan. If you want to have a particular debt owed to you excepted from the discharge under 11 U.S.C. § 1141(d)(6)(A), you must start a judicial proceeding by filing a complaint and paying the filing fee in the bankruptcy clerk's office by the deadline.

TAB L

THIS IS EXHIBIT "L" REFERRED TO IN THE
AFFIDAVIT OF GRAEME ROTRAND SWORN
BEFORE ME THIS 18TH DAY
OF FEBRUARY, 2020

Waleed Malik

Notary Public in and for the Province of Ontario

Joshua A. Sussberg, P.C. (*pro hac vice* admission pending)
Emily E. Geier (*pro hac vice* admission pending)
AnnElyse Scarlett Gains (*pro hac vice* admission pending)
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Proposed Co-Counsel to the Debtors and Debtors in Possession

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION**

)	
In re:	)	Chapter 11
)	
PIER 1 IMPORTS, INC., <i>et al.</i> , ¹	)	Case No. 20-30805
)	
Debtors.	)	(Joint Administration Requested)
)	

**DEBTORS' MOTION FOR ENTRY OF INTERIM AND
FINAL ORDERS (I) EXTENDING TIME TO FILE SCHEDULES
AND STATEMENTS OF FINANCIAL AFFAIRS, (II) AUTHORIZING
THE DEBTORS TO FILE A CONSOLIDATED LIST OF CREDITORS
IN LIEU OF SUBMITTING A SEPARATE MAILING MATRIX FOR EACH DEBTOR,
(III) AUTHORIZING THE DEBTORS TO FILE A CONSOLIDATED LIST OF THE
DEBTORS' THIRTY LARGEST UNSECURED CREDITORS, (IV) WAIVING THE
REQUIREMENT TO FILE A LIST OF EQUITY SECURITY HOLDERS,
(V) AUTHORIZING THE DEBTORS TO REDACT CERTAIN PERSONAL
IDENTIFICATION INFORMATION, AND (VI) GRANTING RELATED RELIEF**

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are set forth in the *Debtors' Motion for Entry of an Order (I) Directing Joint Administration of Chapter 11 Cases and (II) Granting Related Relief* filed contemporaneously herewith. The location of the Debtors' service address is 100 Pier 1 Place, Fort Worth, Texas 76102.

The above-captioned debtors and debtors in possession (collectively, the “Debtors”)² respectfully state as follows in support of this motion (this “Motion”):

Relief Requested

1. The Debtors seek entry of interim and final orders, substantially in the forms attached hereto as **Exhibit A** and **Exhibit B** (respectively, the “Interim Order” and “Final Order”): (a) extending the deadline by which the Debtors must file their schedules of assets and liabilities, schedules of current income and expenditures, schedules of executory contracts and unexpired leases, and statements of financial affairs (collectively, the “Schedules and Statements”) by 14 days, for a total of 28 days from the Petition Date, without prejudice to the Debtors’ ability to request additional extensions for cause shown; (b) authorizing the Debtors to file a consolidated list of creditors in lieu of submitting a separate mailing matrix for each Debtor; (c) authorizing the Debtors to file a consolidated list of the Debtors’ 30 largest unsecured creditors in lieu of filing lists for each Debtor; (d) waiving the requirement to file a list of equity holders; (e) authorizing the Debtors to redact certain personal identification information; and (f) granting related relief.

Jurisdiction and Venue

2. The United States Bankruptcy Court for the Eastern District of Virginia (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference from the United States District Court for the Eastern District of Virginia*, dated August 15, 1984. The Debtors confirm their consent, pursuant to rule 7008 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), to the entry of a final order by

² A detailed description of the Debtors and their business, and the facts and circumstances supporting the Debtors’ chapter 11 cases, are set forth in greater detail in the *Declaration of Robert J. Riesbeck, Chief Executive Officer of Pier 1 Imports, Inc., in Support of Chapter 11 Petitions and First Day Motions* (the “First Day Declaration”) filed contemporaneously with the Debtors’ voluntary petitions for relief filed under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”). Capitalized terms used but not otherwise defined in this Motion shall have the meanings ascribed to them in the First Day Declaration or as later defined herein, as applicable.

the Court in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

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

4. The bases for the relief requested herein are sections 105(a), 107(c), and 521 of the Bankruptcy Code, Bankruptcy Rules 1007(c) and 9006(b), and rules 1007-1 and 9013-1 of the Local Rules of the United States Bankruptcy Court for the Eastern District of Virginia (the “Local Bankruptcy Rules”).

Background

5. The Debtors are a leading omni-channel retailer of unique home décor, furniture, and accessories. Their retail approach has focused on providing the discerning customer a curated mix of home goods from artisans around the world. The Debtors offer their merchandise through 923 stores throughout the United States and Canada as well as online through their U.S. e-commerce website. The Debtors are headquartered in Fort Worth, Texas and currently employ approximately 17,000 non-seasonal employees. On January 6, 2020, the Debtors announced the closing of up to 450 of their stores, and in connection with the filing of these chapter 11 cases, the Debtors announced the closing of all Canadian operations.

6. The Debtors commenced these chapter 11 cases to facilitate a timely and efficient process that will maximize the value of the Debtors’ estates for the benefit of all stakeholders. The Debtors anticipate winding down the brick-and-mortar stores not part of their go-forward plan and will seek to implement a value-maximizing going-concern transaction for the remaining operations.

7. As of the Petition Date, each of the Debtors filed a petition with the Court under chapter 11 of the Bankruptcy Code. The Debtors will also file for relief under the Companies’

Creditors Arrangement Act (Canada). The Debtors continue to operate their businesses and manage their properties as debtors and debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. Concurrently with the filing of this motion, the Debtors have requested procedural consolidation and joint administration of these 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 committees have been appointed or designated.

Basis for Relief

I. Cause Exists for Extending the Deadline by Which the Debtors Must File the Schedules and Statements.

8. Pursuant to section 521 of the Bankruptcy Code and Bankruptcy Rule 1007(c), the Debtors are required to file the Schedules and Statements within 14 days of the Petition Date. However, pursuant to Bankruptcy Rules 1007(a)(5) and 1007(c), the Court has authority to extend the time required for filing the Schedules and Statements “for cause.” Fed. R. Bankr. P. 1007(a)(5), 1007(c). Further, Local Bankruptcy Rule 1007-1(C) permits the Court to enter an order extending the Debtors’ time to file their lists, schedules, and statements under the following circumstances:

If no objection to the motion to extend the time for filing is timely filed with the Court, the Clerk shall enter an order extending time for filing to not later than the seventh day prior to the scheduled meeting of creditors. If the lists, schedules, statements, and other documents are not filed by said date, the Clerk shall enter an order dismissing the case.

LBR 1007-1(C). Here, good and sufficient cause for granting an extension of time to file the Schedules and Statements exists. To prepare the Schedules and Statements, the Debtors must compile information from books, records, and documents relating to the claims of thousands of creditors, as well as the Debtors’ many assets, contracts, and leases across stores located nationwide. This information is voluminous and located in numerous places throughout the Debtors’ organization. Collecting the necessary information requires an enormous expenditure of

time and effort on the part of the Debtors, their employees, and their professional advisors in the near term—when these resources would be best used to stabilize the Debtors’ business operations.

9. Although the Debtors, with the assistance of their professional advisors, are working diligently and expeditiously to prepare the Schedules and Statements, the Debtors’ resources are strained. Considering the amount of work entailed in completing the Schedules and Statements combined with the competing demands on the Debtors’ employees and professionals to assist in efforts to stabilize business operations during the initial postpetition period, the Debtors likely will not be able to properly and accurately complete the Schedules and Statements within the required time period.

10. Prior to the filing of these chapter 11 cases, the Debtors focused on preparing for the chapter 11 filing, preparing the business to transition into chapter 11, and negotiating with the Debtors’ significant creditor constituencies. Such efforts made it difficult for the Debtors to prepare the Schedules and Statements. The Debtors anticipate that they may require at least twenty-eight (28) days after the Petition Date to complete the Schedules and Statements. The Debtors therefore request that the Court extend the initial 14-day period for an additional fourteen (14) days, without prejudice to the Debtors’ right to request further extensions, for cause shown.

11. The Debtors submit that the extensive amount of information that must be assembled and compiled, the multiple places around the world where the information is located, and the hundreds of employee and professional hours required to complete the Schedules and Statements constitute good and sufficient cause for granting the requested extension of time.

12. Courts in this district have regularly granted relief similar to the relief requested herein. *See, e.g., In re LeClairRyan*, No. 19-34574 (KRH) (Bankr. E.D. Va. Sept. 4, 2019)

(granting 30-day extension); *In re Gemstone Solutions Group, Inc.*, No. 19-30258 (KLP) (Bankr. E.D. Va. Jan. 17, 2019) (same); *In re Toys “R” Us, Inc.*, No. 17-34665 (KLP) (Bankr. E.D. Va. Sept. 21, 2017) (granting 45-day extension); *In re Alpha Nat. Res., Inc.*, No. 15-33896 (KRH) (Bankr. E.D. Va. Aug. 5, 2015) (granting 60-day extension); *In re Patriot Coal Corp.*, No. 15-32450 (KLP) (Bankr. E.D. Va. May 14, 2015) (granting 45-day extension).³

II. Filing a Consolidated List of Creditors in Lieu of Submitting a Separate Creditor Mailing Matrix for Each Debtor is Warranted.

13. Unless a debtor’s schedules of assets and liabilities are filed simultaneously with a chapter 11 petition, section 521(a) of the Bankruptcy Code, Bankruptcy Rule 1007(a)(1), and Local Bankruptcy Rule 1007-1(H)(1) require a debtor to file a list containing the name and address of each creditor. Specifically, Local Bankruptcy Rule 1007-1(H)(1) further states that debtors must submit this list of creditors either on a diskette in a computer readable format specified by the Office of the Clerk of the Court (the “Clerk”) or via the Electronic Case Files (“CM/ECF”) system. Exhibit 5 to the Local Bankruptcy Rules (“Exhibit 5”) specifies the format in which debtors must submit mailing matrices.

14. There are thousands of creditors and parties in interest in these chapter 11 cases. The Debtors maintain lists of the names and addresses of all such entities on various computer software programs that permit the Debtors, or a third-party service provider on the Debtors’ behalf, to print mailing labels for each such entity. Additionally, the Debtors have sought to retain Epiq Corporate Restructuring, LLC (“Epiq”) as the Debtors’ claims and noticing agent in these

³ Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Motion. Copies of these orders are available upon request of the Debtors’ proposed counsel.

chapter 11 cases.⁴ Because the Debtors and Epiq will relieve the Clerk of the burden of sending notices to the Debtors' numerous creditors and parties in interest, the Debtors submit that the Clerk does not need the information provided in a mailing matrix formatted in accordance with Local Bankruptcy Rule 1007-1(H)(1) and Exhibit 5.

15. Compiling the information in the format required by Local Bankruptcy Rule 1007-1(H)(1) and Exhibit 5 would create an unnecessary administrative burden for the Debtors' estates. As a result, the Debtors request authority to submit a consolidated list of creditors in lieu of the mailing matrices.

III. Filing a Single Consolidated List of the Debtors' 30 Largest Unsecured Creditors is Warranted.

16. Pursuant to Bankruptcy Rule 1007(d), a debtor must file "a list containing the name, address and claim of the creditors holding the 20 largest unsecured claims, excluding insiders." Here, compiling separate top creditor lists for each individual Debtor would consume an excessive amount of the Debtors' time and resources, and filing a consolidated list would more appropriately reflect the liabilities against the Debtors' operations on an enterprise level. Accordingly, the Debtors request authority to file a single, consolidated list of their 30 largest general unsecured creditors.

17. Courts in this district have regularly granted similar relief to the relief requested herein. *See, e.g., In re Gemstone Solutions Group, Inc.*, No. 19-30258 (KLP) (Bankr. E.D. Va. Jan. 17, 2019); *In re Toys "R" Us, Inc.*, No. 17-34665 (KLP) (E.D. Va. Sept. 21, 2017); *In re Penn Virginia Corp.*, No. 16-32395 (KLP) (Bankr. E.D. Va. May 12, 2016);

⁴ *See Debtors' Application for Entry of an Order Pursuant to 28 U.S.C. § 156(c) (I) Authorizing the Retention and Appointment of Epiq Corporate Restructuring, LLC as the Claims and Noticing Agent to the Debtors, Effective Nunc Pro Tunc to the Petition Date and (II) Granting Related Relief*, filed contemporaneously herewith.

In re Alpha Nat. Res., Inc., No. 15-33896 (KRH) (Bankr. E.D. Va. Aug. 5, 2015);
In re Patriot Coal Corp., No. 15-32450 (KLP) (Bankr. E.D. Va. May 14, 2015).⁵

IV. Waiving the Requirements to File a List of and Provide Notice Directly to the Equity Security Holders Is Warranted.

18. Bankruptcy Rule 1007(a)(3) provides that, “unless the court orders otherwise, the debtor shall file within 14 days after entry of the order for relief a list of the debtor’s equity security holders,” including names and last known addresses of holders. Fed. R. Bankr. P. 1007(a)(3). Bankruptcy Rule 2002(d) provides that, “unless otherwise ordered by the court,” notice shall be provided to all equity holders of the commencement of the case, any equity holders meeting held pursuant to section 341 of the Bankruptcy Code, certain asset sales, conversion or dismissal hearings, the disclosure statement deadline, the confirmation objection deadline, and the voting deadline. Fed. R. Bankr. P. 2002(d). Bankruptcy courts have authority to modify or waive the requirements under both rules. Fed. R. Bankr. P. 1007(a)(3) (“[U]nless the court orders otherwise, the debtor shall file . . . a list of the debtor’s equity security holders[.]”); Fed. R. Bankr. P. 2002(d) (“[U]nless the court orders otherwise, the clerk . . . shall in the manner and form directed by the court . . . give notice to all equity security holders[.]”); *see also* 11 U.S.C. § 105(a) (“The court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.”); Fed. R. Bankr. P. 9007 (“When notice is to be given under these rules, the court shall designate, if not otherwise specified herein, the time within which, the entities to whom, and the form and manner in which the notice shall be given.”).

19. The Debtors submit that the requirement to file a list of, and to provide notice directly to, equity holders should be waived in this case as to Debtor Pier 1 Imports, Inc., which is

⁵ Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Motion. Copies of these orders are available upon request of the Debtors’ proposed counsel.

a publicly held company listed on the New York Stock Exchange, and as of the Petition Date had approximately 4,223,045 shares of common stock outstanding, held by 3,666 stockholders of record. The Debtors do not maintain a list of publicly traded equity holders and therefore must obtain the names and addresses of their publicly traded shareholders from a securities agent. For this reason, preparing a list of equity holders with accurate names and last known addresses, and providing notices to all such parties of the commencement of these chapter 11 cases, would create undue expense and administrative burden without a corresponding benefit to the estates or parties in interest. To the extent equity holders are entitled to vote on a chapter 11 plan, the Debtors will provide them with the appropriate bar date and plan-related notices, which will permit them to assert their interests.

20. Courts in this and in other districts routinely grant substantially similar relief in cases involving publicly-traded debtors. *See, e.g., In re Alpha Nat. Res., Inc.*, No. 15-33896 (Bankr. E.D. Va. Aug. 5, 2015) (KRH) (waiving requirement to file list of equity security holders and serve notices to equity security holders); *In re McDermott Int'l, Inc., et al.*, No. 20-30336 (DRJ) (Bankr. S.D. Tex. Jan. 23, 2020) (same); *In re Windstream Holdings, Inc.*, No. 19-22312 (RDD) (Bankr. S.D.N.Y. Feb. 28, 2019) (same); *In re Sears Holding Co.*, No. 18-23538 (RDD) (Bankr. S.D.N.Y. Oct. 16, 2018) (same); *In re iHeartMedia, Inc.*, No. 18-31274 (MI) (Bankr. S.D. Tex. Mar. 15, 2018) (same); *In re Cenveo Inc.*, Case No. 18-22178 (RDD) (Bankr. S.D.N.Y. Feb. 6, 2018) (same).⁶ Under the circumstances, the Debtors respectfully submit that it is appropriate for the Court to waive and modify these requirements accordingly, as expressly contemplated by the applicable Bankruptcy Rules.

⁶ Because of the voluminous nature of the orders cited herein, such orders have not been attached to this motion. Copies of these orders are available upon request to the Debtors' proposed counsel.

V. Redaction of Certain Confidential Information of Individuals Is Warranted.

21. Section 107(c)(1) of the Bankruptcy Code provides that the Court:

for cause, may protect an individual, with respect to the following types of information to the extent the court finds that disclosure of such information would create undue risk of identity theft or or other unlawful injury to the individual or the individual's property:

(A) Any means of identification . . . contained in a paper filed, or to be filed, in a case under [the Bankruptcy Code].

(B) Other information contained in a paper described in subparagraph (A).

11 U.S.C. § 107(c)(1).

22. The Debtors respectfully submit that it is appropriate to authorize the Debtors to redact from any paper filed or to be filed with the Court in these chapter 11 cases, including the Creditor Matrix and Schedules and Statements, the home addresses of individuals—including the Debtors' employees, former employees, customers, and equity holders—because such information could be used to perpetrate identity theft or locate survivors of domestic violence, harassment, or stalking. The risk is not merely speculative. In at least one recent chapter 11 case, the abusive former partner of a debtor's employee used the publicly accessible creditor and employee information filed in the chapter 11 case to track the employee at her new address that had not been publicly available until then, forcing the employee to change addresses again.⁷

23. The Debtors propose to provide, on a confidential basis, an unredacted version of the Creditor Matrix, Schedules and Statements, and any other filings redacted pursuant to the Order to (a) the Court, the United States Trustee for the Eastern District of Virginia, Richmond Division

⁷ The incident, which took place during the first *Charming Charlie* chapter 11 proceedings in 2017, is described in the "creditor matrix motion" filed in *In re Charming Charlie Holdings, Inc.*, No. 19-11534 (CSS) (Bankr. D. Del. Jul. 11, 2019) [Docket No. 4].

(the “U.S. Trustee”), counsel to an official committee of unsecured creditors appointed in these chapter 11 cases (if any), and (b) upon a request to the Debtors (email is sufficient) or to the Court that is reasonably related to these chapter 11 cases, any party in interest.

24. Numerous courts in other jurisdictions have granted the relief requested herein in comparable chapter 11 cases. *See, e.g., In re Clover Tech. Grp., LLC, et al.*, No. 19-12680 (KBO) (Bankr. D. Del. Feb. 4, 2020) (authorizing the debtors to redact personal identification information, including home address information, of all individuals on documents filed with the court); *In re McDermott Int’l, Inc.*, No. 20-30336 (DRJ) (Bankr. S.D. Tex. Jan. 23, 2020) (same); *Aegean Marine Petroleum Net. Inc., et al.*, No. 18-13374 (MEW) (Bankr. S.D.N.Y. Jan. 22, 2020) (authorizing the debtors to redact personal information of individuals from schedules and statements); *In re Forever 21, Inc.*, No. 19-12122 (KG) (Bankr. D. Del. Dec. 19, 2019) (authorizing the debtors to redact personally identifiable information, including home address information, in respect of employees listed on a creditor matrix); *In re Murray Energy Holdings Co.*, No. 19-56885 (JEH) (Bankr. S.D. Ohio Oct. 31, 2019) (authorizing the debtors to redact personally identifiable information of employees, including home address information, from documents filed with the court); *In re Dura Auto. Systems, LLC*, No. 19-06741 (RSM) (Bankr. M.D. Tn. Oct. 21, 2019) (same); *In re Jack Cooper Ventures, Inc.* No. 19-62393 (PWB) (Bankr. N.D. Ga. Aug. 9, 2019) (same); *In re White Star Petrol. Holdings, LLC*, No. 19-12521 (JDL) (Bankr. W.D. Ok., June 26, 2019) (same); *In re Specialty Retail Shops Holding Corp.*, No. 19-80064 (TLS) (Bankr. D. Neb. Jan. 16, 2019) (same); *see also In re CGG Holdings (U.S.) Inc.*, No. 17-11637 (MG) (Bankr. S.D.N.Y. June 14, 2017) (authorizing the debtors to omit from their

statements and schedules certain personal information of certain current employees and former employees).⁸

25. Several courts recently expounded on the importance of authorizing debtors to redact individual creditors' personally identifiable information, including home addresses in particular. In *Forever 21*, while overruling the objection of the United States Trustee for the District of Delaware to the same redaction relief proposed here, Judge Gross noted that “[w]e live in a new age in which the theft of personal identification is a real risk, as is injury to persons who, for personal reasons, seek to have their addresses withheld.” Hr’g Tr. at 60:22–25, *In re Forever 21, Inc.*, No. 19-12122 (KG) (Bankr. D. Del. Dec. 19, 2019). The *Forever 21* transcript, in pertinent part, is attached hereto as **Exhibit C**.

26. For these reasons, the Debtors respectfully submit that cause exists to authorize the Debtors to redact, pursuant to 11 U.S.C. § 107(c)(1), the home addresses of individuals listed on the Creditor Matrix, Schedules and Statements, or any other document filed with the Court. Absent such relief, the Debtors would unnecessarily render individuals more susceptible to identity theft and could jeopardize the safety of employees and other individual creditors who, unbeknownst to the Debtors, are survivors of domestic violence, harassment, or stalking by publishing their home addresses without any advance notice or opportunity to opt out or take protective measures.

Waiver of Memorandum of Points and Authorities

27. The Debtors respectfully request that this Court treat this Motion as a written memorandum of points and authorities or waive any requirement that this Motion be accompanied

⁸ Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Motion. Copies of these orders are available upon request of the Debtors' proposed counsel.

by a written memorandum of points and authorities as described in Local Bankruptcy Rule 9013-1(G).

Notice

28. The Debtors will provide notice of this Motion via first class mail, facsimile or email (where available) to: (a) the United States Trustee for the Eastern District of Virginia, Attn: Kenneth N. Whitehurst III and Shannon F. Pecoraro; (b) the holders of the 30 largest unsecured claims against the Debtors (on a consolidated basis); (c) the agents under the Debtors' prepetition secured facilities and counsel thereto; (d) the DIP Agents and their respective counsel thereto; (e) the indenture trustee to the Debtors' industrial revenue bonds; (f) counsel to the ad hoc group of term loan lenders; (g) the lenders under certain Company-owned life insurance policies; (h) the Debtors' Canadian counsel; (i) the United States Attorney's Office for the Eastern District of Virginia; (j) the Internal Revenue Service; (k) the office of the attorneys general for the states in which the Debtors operate; (l) the Securities and Exchange Commission; and (m) any party that has requested notice pursuant to Bankruptcy Rule 2002 (collectively, the "Notice Parties"). The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

No Prior Request

29. No prior request for the relief sought in this Motion has been made to this or any other court.

[Remainder of page intentionally left blank]

WHEREFORE, the Debtors respectfully request that the Court enter the Order granting the relief requested herein and such other relief as the Court deems appropriate under the circumstances.

Richmond, Virginia
Dated: February 17, 2020

/s/ Jeremy S. Williams

KUTAK ROCK LLP

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Exhibit A

Proposed Interim Order

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Proposed Co-Counsel to the Debtors and Debtors in Possession

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION**

)	
In re:	)	Chapter 11
)	
PIER 1 IMPORTS, INC., <i>et al.</i> , ¹	)	Case No. 20-30805
)	
Debtors.	)	(Joint Administration Requested)
)	

**INTERIM ORDER (I) EXTENDING TIME TO FILE SCHEDULES
AND STATEMENTS OF FINANCIAL AFFAIRS, (II) AUTHORIZING
THE DEBTORS TO FILE A CONSOLIDATED LIST OF CREDITORS
IN LIEU OF SUBMITTING A SEPARATE MAILING MATRIX FOR EACH DEBTOR,
(III) AUTHORIZING THE DEBTORS TO FILE A CONSOLIDATED LIST OF THE
DEBTORS' THIRTY LARGEST UNSECURED CREDITORS, (IV) WAIVING THE
REQUIREMENT TO FILE A LIST OF EQUITY SECURITY HOLDERS,
(V) AUTHORIZING THE DEBTORS TO REDACT CERTAIN PERSONAL
IDENTIFICATION INFORMATION, AND (VI) GRANTING RELATED RELIEF**

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are set forth in the *Debtors' Motion for Entry of an Order (I) Directing Joint Administration of Chapter 11 Cases and (II) Granting Related Relief*, filed contemporaneously herewith. The location of the Debtors' service address is 100 Pier 1 Place, Fort Worth, Texas 76102.

Upon the motion (the “Motion”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an order (this “Interim Order”): (a) authorizing the Debtors to extend the time period to file their Schedules and Statements; (b) authorizing the Debtors to file a consolidated list of creditors in lieu of submitting a separate mailing matrix for each Debtor; (c) authorizing the Debtors to file a consolidated list of the Debtors’ 30 largest unsecured creditors in lieu of filing lists for each Debtor; (d) waiving the requirement to file a list of equity holders, (e) authorizing the Debtors to redact certain personal identification information; and (f) 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. §§ 157 and 1334 and the *Standing Order of Reference from the United States District Court for the Eastern District of Virginia*, dated August 15, 1984; and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; 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 1409; 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’ notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and that 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 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:

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

1. The Motion is granted as set forth herein on a final basis, except with respect to the relief set forth in paragraph 22 herein, which is granted on an interim basis only.

2. The final hearing (the “Final Hearing”) on the Motion shall be held on _____, 2020, at __:__ .m., prevailing Eastern Time. Any objections or responses to entry of a final order on the Motion shall be filed on or before 4:00 p.m., prevailing Eastern Time on _____, 2020, and served on the Notice Parties. In the event no objections to entry of a final order on the Motion are timely received, this Court may enter such final order without need for the Final Hearing.

3. In accordance with section 521 of the Bankruptcy Code, Bankruptcy Rules 1007(c) and 9006(b), and Local Bankruptcy Rule 1007-1, the time by which the Debtors shall file their Schedules and Statements is extended by an additional 14 days to a total of 28 days from the Petition Date, through and including March 16, 2020.

4. Such extension is without prejudice to the Debtors’ right to request a further extension.

5. The Debtors are authorized to submit a consolidated list of creditors in lieu of submitting separate mailing matrices.

6. The Debtors are authorized to file a consolidated list of their 30 largest unsecured creditors in the Debtors’ chapter 11 cases in lieu of each Debtor filing a list of its 20 largest unsecured creditors.

7. The requirement that Debtor Pier 1 Imports, Inc. file a list of its equity holders pursuant to Bankruptcy Rule 1007(a)(3) is waived.

8. Any requirement that Debtor Pier 1 Imports, Inc. provide notice directly to its equity security holders pursuant to Bankruptcy Rule 2002(d) is waived, and the Debtors are

authorized to serve the notices required under Bankruptcy Rule 2002(d) on the registered holders of Debtor Pier 1 Imports, Inc.'s equity securities.

9. The Debtors are authorized to redact the home addresses of individuals listed on the Creditor Matrix, Schedules and Statements, or other document filed with the Court on an interim basis. The Debtors shall provide, on a confidential basis, an unredacted version of the Creditor Matrix, Schedules and Statements, and any other filings redacted pursuant to this Order to (x) the Court, the U.S. Trustee, and counsel to an official committee of unsecured creditors appointed in these chapter 11 cases (if any), and (y) upon a request to the Debtors (email is sufficient) or to the Court that is reasonably related to these chapter 11 cases, any party in interest.

10. The requirement under Local Bankruptcy Rule 9013-1(G) to file a memorandum of law in connection with the Motion is waived.

11. 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) and the Local Bankruptcy Rules are satisfied by such notice.

12. The terms and conditions of this Interim Order are immediately effective and enforceable upon its entry.

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

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

Dated: _____
Richmond, Virginia

United States Bankruptcy Judge

WE ASK FOR THIS:

/s/ Jeremy S. Williams

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Peter J. Barrett (VA 46179)
Jeremy S. Williams (VA 77469)
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Proposed Co-Counsel to the Debtors and Debtors in Possession

CERTIFICATION OF ENDORSEMENT
UNDER LOCAL BANKRUPTCY RULE 9022-1(C)

Pursuant to Local Bankruptcy Rule 9022-1(C), I hereby certify that the foregoing proposed order has been endorsed by or served upon all necessary parties.

/s/ Jeremy S. Williams

Exhibit B

Proposed Final Order

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Proposed Co-Counsel to the Debtors and Debtors in Possession

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION**

)	
In re:	)	Chapter 11
)	
PIER 1 IMPORTS, INC., <i>et al.</i> , ¹	)	Case No. 20-30805
)	
Debtors.	)	(Joint Administration Requested)
)	

**FINAL ORDER (I) EXTENDING TIME TO FILE SCHEDULES
AND STATEMENTS OF FINANCIAL AFFAIRS, (II) AUTHORIZING
THE DEBTORS TO FILE A CONSOLIDATED LIST OF CREDITORS
IN LIEU OF SUBMITTING A SEPARATE MAILING MATRIX FOR EACH DEBTOR,
(III) AUTHORIZING THE DEBTORS TO FILE A CONSOLIDATED LIST OF THE
DEBTORS' THIRTY LARGEST UNSECURED CREDITORS, (IV) WAIVING THE
REQUIREMENT TO FILE A LIST OF EQUITY SECURITY HOLDERS,
(V) AUTHORIZING THE DEBTORS TO REDACT CERTAIN PERSONAL
IDENTIFICATION INFORMATION, AND (VI) GRANTING RELATED RELIEF**

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are set forth in the *Debtors' Motion for Entry of an Order (I) Directing Joint Administration of Chapter 11 Cases and (II) Granting Related Relief*, filed contemporaneously herewith. The location of the Debtors' service address is 100 Pier 1 Place, Fort Worth, Texas 76102.

Upon the motion (the “Motion”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an order (this “Final Order”): (a) authorizing the Debtors to extend the time period to file their Schedules and Statements; (b) authorizing the Debtors to file a consolidated list of creditors in lieu of submitting a separate mailing matrix for each Debtor; (c) authorizing the Debtors to file a consolidated list of the Debtors’ 30 largest unsecured creditors in lieu of filing lists for each Debtor; (d) waiving the requirement to file a list of equity holders, (e) authorizing the Debtors to redact certain personal identification information; and (f) 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. §§ 157 and 1334 and the *Standing Order of Reference from the United States District Court for the Eastern District of Virginia*, dated August 15, 1984; and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; 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 1409; 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’ notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and that 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 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 Motion is granted on a final basis as set forth in this Final Order.

2. The Debtors are authorized to redact the home addresses of individuals listed on the Creditor Matrix, Schedules and Statements, or other document filed with the Court. The Debtors shall provide, on a confidential basis, an unredacted version of the Creditor Matrix, Schedules and Statements, and any other filings redacted pursuant to this Order to (x) the Court, the U.S. Trustee, and counsel to an official committee of unsecured creditors appointed in these chapter 11 cases (if any), and (y) upon a request to the Debtors (email is sufficient) or to the Court that is reasonably related to these chapter 11 cases, any party in interest.

3. The requirement under Local Bankruptcy Rule 9013-1(G) to file a memorandum of law in connection with the Motion is waived.

4. 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) and the Local Bankruptcy Rules are satisfied by such notice.

5. The terms and conditions of this Final Order are immediately effective and enforceable upon its entry.

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

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

Dated: _____
Richmond, Virginia

United States Bankruptcy Judge

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

WE ASK FOR THIS:

/s/ Jeremy S. Williams
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Proposed Co-Counsel to the Debtors and Debtors in Possession

CERTIFICATION OF ENDORSEMENT
UNDER LOCAL BANKRUPTCY RULE 9022-1(C)

Pursuant to Local Bankruptcy Rule 9022-1(C), I hereby certify that the foregoing proposed order has been endorsed by or served upon all necessary parties.

/s/ Jeremy S. Williams

Exhibit C

Hearing Transcript, pp. 59–66

***In re Forever 21, Inc.*, No. 19-12122 (KG) (Bankr. D. Del. Dec. 19, 2019)**

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UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

IN RE: Chapter 11
FOREVER 21, INC., et al., Case No. 19-12122 (KG)
Courtroom No. 3
824 North Market Street
Wilmington, Delaware 19801
Debtors. December 19, 2019
10:00 A.M.

TRANSCRIPT OF HEARING
BEFORE THE HONORABLE KEVIN GROSS
UNITED STATES BANKRUPTCY JUDGE

APPEARANCES:

For the Debtors: Aparna Yenamandra, Esquire
Rebecca Chaikin, Esquire
Anne Wallice, Esquire
Yates French, Esquire
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Proceedings recorded by electronic sound recording, transcript produced by transcription service.

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INDEX

#3) Creditor Matrix Motion. Debtors' Motion Seeking Entry of Interim and Final Orders Authorizing the Debtors' to (I) File a Consolidated List of Creditors in Lieu of Submitting a Separate Mailing Matrix for Each Debtor, (II) File a Consolidated List of the Debtors' Fifty Largest Unsecured Creditors, (III) Redact Certain Personal Identification Information for the Debtors' Employees and European Member Countries' Citizens, and (IV) Granting Related Relief [Filed: 9/30/19] (Docket No. 8).

Ruling: ..

DEBTORS' WITNESS (s)

JONATHAN GOULDING

Direct Examination by Mr. French 24

Cross Examination by Ms. Sarkessian 30

EXHIBITS I.D. REC'D

Declaration of Jonathan Goulding 30

1 from one relatively small piece of information.

2 Thank you, Your Honor.

3 THE COURT: Okay. All right.

4 Okay. Well, I'm really -- you know, I'm prepared
5 to rule. I've given a lot of thought to this issue because
6 it's come up before me before and I'm very sensitive to
7 privacy concerns and I recognize that the objection that the
8 Office of the United States Trustee has filed, perhaps,
9 addresses the letter of the law, but I don't think that it
10 takes into account present realities of where we all are in
11 this world today of identity theft and the like and also risk
12 to persons who have suffered harm from stalking and the like.

13 So, let me just -- you know, I've kind of prepared
14 a ruling. I've waited to hear the arguments to see if that
15 ruling would change, and I must say that my ruling that I
16 think I prepared addresses the issues and is -- and holds
17 fast.

18 The debtors seek the Court's permission to redact
19 from their consolidated list of creditors, the addresses of
20 their employees or former employees and the citizens of
21 member countries of the European Union.

22 Bankruptcy Rule 1070 requires the debtors file a
23 listing of creditors which contains, among other information,
24 home addresses. The debtors asked the Court to remit them to
25 redact the aforementioned home addresses and seek such

1 relief, pursuant to Bankruptcy Code Section 107(c), which
2 provides that for cause, the Court may protect individuals
3 from identity theft or other unlawful injury that may occur
4 from disclosure of any means of identification -- and
5 remember that term "means of identification" because I'll
6 come to it in a bit.

7 Further, debtors seek the same relief for citizens
8 of member countries of the European Union, pursuant to the
9 European General Data Protection Regulation, GDPR. The GDPR
10 severely restricts dissemination of personally identifiable
11 information and imposes severe penalties on parties making
12 such a disclosure inappropriately.

13 The Office of the United States Trustee argues
14 generally, that one, there is a right of public access to
15 judicial records; two, addresses are not listed as a means of
16 identification, according to 18 United States Code § 1028,
17 which I will also come to shortly; and, three, the GDPR
18 permits the disclosure as a legal-claim exception and, in any
19 event, the Bankruptcy Code takes priority here; the GDPR does
20 not trump the Bankruptcy Code. * RULING

21 The Court rejects and overrules the objection of
22 the Office of the United States Trustee. We live in a new
23 age in which the theft of personal identification is a real
24 risk, as is injury to persons who, for personal reasons, seek
25 to have their addresses withheld.

1 In addition, the Court's concern with the
2 disclosure of addresses is not speculative. The Court, for
3 example, recently had a situation in which a former spouse in
4 an abuse situation was able to locate his former spouse
5 through the creditors' matrix. The Court has serious
6 concerns with requiring disclosure of home addresses of
7 employees and the violation of privacy and safety concerns.
8 The threat to the employees is real.

9 Next, let's look at 18 U.S. Code § 1028, which
10 imposes penalties on parties for disclosure of identification
11 documents. Looking at the statute's definition of what are
12 called "identification documents," which appears in
13 Subsection D, it is obvious to the Court that the concern
14 being addressed is the disclosure of addresses.

15 I say that because the definition of
16 "identification document" includes, a document made or issued
17 by a State, and that includes a driver's license. And what
18 is the critical information contained in a driver's license?

19 The name -- no -- that's on the matrix. The
20 height and weight of the driver -- that's not critical. The
21 driver's license number -- that's not critical.

22 What is critical is the residential address that
23 appears on the driver's license, and that is why driver's
24 licenses are protected, because of the driver's address. And
25 further on in Section 1028, a means of identification, which

1 is the term used in Section 107, specifically includes a
2 driver's license, which, again, is material for containing a
3 home address.

4 So, the Court is fully satisfied that Bankruptcy
5 Code Section 107 authorizes debtors to redact home addresses
6 for its employees from documents it files in the case;
7 similarly, both, the Bankruptcy Code and the GDPR -- GDRP,
8 provide protection from disclosure of home addresses of
9 creditors. If the Office of the United States Trustee is who
10 think and the GDRP prohibits the disclosure, debtors face
11 enormous penalties and the Court is unwilling to place the
12 debtors in such jeopardy.

13 In addition, the GD- -- I don't know if it's GDPR
14 or GBRP at this point -- I'm sorry, I have it both ways now.

15 (Laughter)

16 THE COURT: But I'll say the GDPR contains a
17 necessity test in its guidelines. Is disclosure necessary
18 for the legal proceedings at hand?

19 Clearly, disclosing home addresses is not
20 necessary for the conduct of the bankruptcy case and the
21 absence of the address does not prejudice anyone; indeed,
22 there's been no objection from any creditor in this case.

23 Finally, if a party needs home addresses for an
24 employee and the foreign citizens and has a valid purpose,
25 they can reach out to the debtors to seek authority from the

1 Court, upon establishing their *bona fides*, and, accordingly,
2 the debtors' motion will be granted to redact the home
3 addresses.

4 And I think the form of order is appropriate.
5 Someone has to hand me the form of order.

6 (Laughter)

7 MS. WALLICE: Good afternoon, Your Honor.

8 For the record, Anne Wallice, on behalf of the
9 debtors.

10 THE COURT: Yes.

11 MS. WALLICE: I will hand you the form of order,
12 but I did want to make one clarification.

13 THE COURT: Please, yes.

14 MS. WALLICE: The proposed form of order does not
15 include the ability for parties in interest to receive the
16 unredacted creditors' matrix, upon a reasonable request
17 related to the Chapter 11 cases --

18 THE COURT: All right.

19 MS. WALLICE: -- so, we will need to make that one
20 change.

21 THE COURT: Okay. That's fine.

22 And then if you'll upload that form of order, we
23 will get it on the docket.

24 MS. WALLICE: We will do that.

25 THE COURT: All right thank you, Ms. Wallice.

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CERTIFICATE

We, MARY ZAJACZKOWSKI and WILLIAM GARLING, certify that the foregoing is a correct transcript from the electronic sound recording of the proceedings in the above-entitled matter.

/s/Mary Zajaczkowski
Mary Zajaczkowski, CET**D-531

December 19, 2019

/s/William J. Garling
William J. Garling, CE/T 543

December 19, 2019

TAB M

THIS IS EXHIBIT "M" REFERRED TO IN THE
AFFIDAVIT OF GRAEME ROTRAND SWORN
BEFORE ME THIS 18TH DAY
OF FEBRUARY, 2020



Notary Public in and for the Province of Ontario

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Proposed Co-Counsel to the Debtors and Debtors in Possession

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION**

)	
In re:	)	Chapter 11
)	
PIER 1 IMPORTS, INC., <i>et al.</i> , ¹	)	Case No. 20-30805 (KRH)
)	
Debtors.	)	(Joint Administration Requested)
)	

DEBTORS’ MOTION FOR AN EXPEDITED HEARING ON “FIRST DAY MOTIONS”

The above-captioned debtors and debtors in possession (collectively, the “Debtors”)² respectfully state as follows in support of this motion (this “Motion”):

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are set forth in the *Debtors’ Motion for Entry of an Order (I) Directing Joint Administration of Chapter 11 Cases and (II) Granting Related Relief* filed contemporaneously herewith. The location of the Debtors’ service address is 100 Pier 1 Place, Fort Worth, Texas 76102.

² A detailed description of the Debtors and their business, and the facts and circumstances supporting the Debtors’ chapter 11 cases, are set forth in greater detail in the *Declaration of Robert J. Riesbeck, Chief Executive Officer of Pier 1 Imports, Inc., in Support of Chapter 11 Petitions and First Day Motions* (the “First Day Declaration”) filed contemporaneously with the Debtors’ voluntary petitions for relief filed under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”). Capitalized terms used but not otherwise defined in this Motion shall have the meanings ascribed to them in the First Day Declaration or as later defined herein, as applicable.

Relief Requested

1. The Debtors seek entry of an order, substantially in the form attached hereto as **Exhibit A** (respectfully, the “Order”): (a) setting an expedited hearing (the “First Day Hearing”) at the Court’s earliest convenience on the Debtors’ “first day” motions and applications listed on the proposed first day agenda set forth on **Exhibit 1** annexed to **Exhibit A** attached hereto (collectively, the “First Day Motions”); and (b) deeming the Debtors’ notice of the First Day Hearing as set forth herein to be adequate and appropriate notice under the circumstances.

2. On February 17, 2020 (the “Petition Date”), the Debtors filed the First Day Motions to be heard by this Court on an expedited basis. Prompt entry of the relief requested in the First Day Motions is critical to maintaining the Debtors’ ongoing operations and the value of their bankruptcy estates. Accordingly, by this Motion, the Debtors seek this Court’s entry of an order setting an expedited First Day Hearing at the Court’s earliest available time, to consider the First Day Motions described on the proposed first day agenda set forth on **Exhibit 1** annexed to **Exhibit A** attached hereto (the “Proposed First Day Agenda”) and deeming the *Debtors’ Notice of Filing of Chapter 11 Petitions and First Day Motions and of Proposed Hearing on First Day Motions* as set forth on **Exhibit 2** annexed to **Exhibit A** attached hereto (the “Notice”) to be adequate and appropriate notice under the circumstances. The Debtors further request that the requirement of filing a written response to the First Day Motions is waived.

Jurisdiction and Venue

3. The United States Bankruptcy Court for the Eastern District of Virginia (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference from the United States District Court for the Eastern District of Virginia*, dated August 15, 1984. The Debtors confirm their consent, pursuant to Rule 7008 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), to the entry of a final order by

the Court in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

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

5. The bases for the relief requested herein are section 105(a) of the Bankruptcy Code, Bankruptcy Rule 9006, and rules 9013-1(M) and (N) of the Local Rules of the United States Bankruptcy Court for the Eastern District of Virginia (the “Local Bankruptcy Rules”).

Basis for Relief

6. Local Bankruptcy Rule 9013-1 allows the setting of a hearing on an expedited basis as requested herein. An expedited hearing on the First Day Motions is appropriate under these circumstances and is consistent with past practices in virtually every significant chapter 11 case, where various relief is required at the outset of the case to ensure a smooth transition into chapter 11 and effectuate applicable and appropriate progress with respect to the Debtors’ restructuring timeframe.

7. Additionally, section 105(a) of the Bankruptcy Code provides this Court with the power to set an expedited First Day Hearing on the First Day Motions. Section 105(a) states that a bankruptcy court “may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of [the Bankruptcy Code].” 11 U.S.C. § 105(a).

8. The relief sought in the First Day Motions is essential to avoid substantial disruption to the normal operations of the Debtors’ business and allow the Debtors’ to meet their restructuring goals. Moreover, expedited consideration of first day motions was granted by this Court in several previous chapter 11 cases. *See, e.g., In re Gemstone Solutions, Inc.*, No. 19-30258 (KLP) (Bankr. E.D. Va. Jan. 17, 2019); *In re Toys “R” Us, Inc.*, No. 17-34665 (KLP) (Bankr. E.D. Va. Sept. 18, 2017); *In re The Gymboree Corp.*, No. 17-32986 (KLP)

(Bankr. E.D. Va. June 12, 2017); *In re Penn Virginia Corp.*, No. 16-32395 (KLP) (Bankr. E.D. Va. May 13, 2016); *In re Patriot Coal Corp.*, No. 15-32450 (KLP) (Bankr. E.D. Va. May 15, 2015).³

Waiver of Memorandum of Points and Authorities

9. The Debtors respectfully request that this Court treat this Motion as a written memorandum of points and authorities or waive any requirement that this Motion be accompanied by a written memorandum of points and authorities as described in Local Bankruptcy Rule 9013-1(G).

Notice

10. The Debtors will provide notice of this Motion via first class mail, facsimile or email (where available) to: (a) the United States Trustee for the Eastern District of Virginia, Attn: Kenneth N. Whitehurst III and Shannon F. Pecoraro; (b) the holders of the 30 largest unsecured claims against the Debtors (on a consolidated basis); (c) the agents under the Debtors' prepetition secured facilities and counsel thereto; (d) the DIP Agents and their respective counsel thereto; (e) the indenture trustee to the Debtors' industrial revenue bonds; (f) counsel to the ad hoc group of term loan lenders; (g) the lenders under certain Company-owned life insurance policies; (h) the Debtors' Canadian counsel; (i) the United States Attorney's Office for the Eastern District of Virginia; (j) the Internal Revenue Service; (k) the office of the attorneys general for the states in which the Debtors operate; (l) the Securities and Exchange Commission; and (m) any party that has requested notice pursuant to Bankruptcy Rule 2002 (collectively, the "Notice Parties"). The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

³ Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Motion. Copies of these orders are available upon request of the Debtors' proposed counsel.

No Prior Request

11. No prior request for the relief sought in this Motion has been made to this or any other court.

[Remainder of page intentionally left blank]

WHEREFORE, the Debtors respectfully request that the Court enter the Order granting the relief requested herein and such other relief as the Court deems appropriate under the circumstances.

Richmond, Virginia
Dated: February 17, 2020

/s/ Peter J. Barrett

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*Proposed Co-Counsel to the Debtors
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Certification

In support of the *Debtors' Motion for an Expedited Hearing on the "First Day Motions,"* and as required by rule 9013-1(N) of the Local Bankruptcy Rules of the United States Bankruptcy Court for the Eastern District of Virginia, the undersigned proposed counsel for the Debtors certifies as follows:

1. I am a member of the Bar of this Court.
2. I have carefully examined this matter and have concluded that there is a true need for an emergency hearing.
3. I have not created the emergency through the lack of diligence.
4. A *bona fide* effort to resolve the matters could not be made without a hearing.

/s/ Peter J. Barrett

Exhibit A

Proposed Order

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Proposed Co-Counsel to the Debtors and Debtors in Possession

**IN THE UNITED STATES BANKRUPTCY COURT
 FOR THE EASTERN DISTRICT OF VIRGINIA
 RICHMOND DIVISION**

In re:)	
	)	Chapter 11
)	
PIER 1 IMPORTS, INC., <i>et al.</i> , ¹	)	Case No. 20-30805 (KRH)
)	
Debtors.	)	(Joint Administration Requested)
)	

**ORDER SETTING AN EXPEDITED
 HEARING ON “FIRST DAY MOTIONS” AND FOR RELATED RELIEF**

Upon the motion (the “Motion”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an order (this “Order”): (a) setting an expedited hearing at the Court’s earliest convenience on the Debtors’ First Day Motions; and (b) deeming the Debtors’ notice of the First Day Hearing to be adequate and appropriate notice under the

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are set forth in the *Debtors’ Motion for Entry of an Order (I) Directing Joint Administration of Chapter 11 Cases and (II) Granting Related Relief* filed contemporaneously herewith. The location of the Debtors’ service address is 100 Pier 1 Place, Fort Worth, Texas 76102.

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

circumstances, 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. §§ 157 and 1334 and the *Standing Order of Reference from the United States District Court for the Eastern District of Virginia*, dated August 15, 1984; and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; 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 1409; 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' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and that 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 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 Motion is granted as set forth in this Order.
2. A hearing will be held on **February 18, 2020, at 2:00 p.m., prevailing Eastern Time** (the "First Day Hearing"), to hear and consider the "first day" motions and applications listed on the proposed agenda attached hereto as **Exhibit 1** (collectively, the "First Day Motions").
3. The form and manner of the *Debtors' Notice of Filing of Chapter 11 Petitions and First Day Motions and of Proposed Hearing on First Day Motions* attached hereto as **Exhibit 2** (the "Notice") is approved.

4. As soon as practicable after the commencement of these chapter 11 cases, the Debtors shall serve notice of the Motion and the First Day Motions via hand, electronic mail, overnight delivery, or facsimile to the Notice Parties.

5. The requirement under Local Bankruptcy Rule 9013-1(G) to file a memorandum of law in connection with the Motion is waived.

6. The notice requirements of Local Bankruptcy Rule 9013-1(M) are hereby waived for the Motion and the First Day Motions, subject to the Court's right, upon further consideration at the First Day Hearing, to require additional notice with respect to any particular First Day Motion.

7. Subject to the Debtors serving the First Day Motions in accordance with this Order, the requirements of Local Bankruptcy Rule 9022-1(B) are hereby waived for the Motion and the First Day Motions.

8. The requirement of filing a written response to the First Day Motions is waived.

9. The endorsement requirement of Local Bankruptcy Rule 9022-1(C) is hereby waived for the purposes of this Order.

10. A copy of this Order shall be separately docketed in each of the Debtors' chapter 11 cases.

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

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

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

Dated: _____
Richmond, Virginia

United States Bankruptcy Judge

WE ASK FOR THIS:

/s/ Peter J. Barrett

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Peter J. Barrett (VA 46179)

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Proposed Co-Counsel to the Debtors and Debtors in Possession

CERTIFICATION OF ENDORSEMENT
UNDER LOCAL BANKRUPTCY RULE 9022-1(C)

Pursuant to Local Bankruptcy Rule 9022-1(C), I hereby certify that the foregoing proposed order has been endorsed by or served upon all necessary parties.

/s/ Peter J. Barrett

Exhibit 1

First Day Agenda

II. MOTION TO EXPEDITE AND SALE MOTION

2. *“Motion to Expedite First Day Hearing” Debtors’ Motion for an Expedited Hearing on “First Day Motions” [Docket No. [●]].*
3. *“Bidding Procedures Motion” Debtors’ Motion for Entry of an Order (I) Establishing Bidding Procedures, (II) Scheduling Bid Deadlines and an Auction, (III) Approving the Form and Manner of Notice Thereof, (IV) Approving the Form of Asset Purchase Agreement, (V) Authorizing the Assumption of the Plan Support Agreement, and (VI) Granting Related Relief [Docket No. 34].*
 - a. *Declaration of Durc Savini in Support of the Debtors’ Motion for Entry of an Order (I) Establishing Bidding Procedures, (II) Scheduling Bid Deadlines and an Auction, (III) Approving the Form and Manner of Notice Thereof, (IV) Approving the Form of Asset Purchase Agreement, (V) Authorizing the Assumption of the Plan Support Agreement, and (VI) Granting Related Relief [Docket No. 35].*
 - b. *Declaration of Elise S. Frejka, CIPP/US, in Support of the Debtors’ Motion for Entry of an Order (I) Establishing Bidding Procedures, (II) Scheduling Bid Deadlines and an Auction, (III) Approving the Form and Manner of Notice Thereof, (IV) Approving the Form of Asset Purchase Agreement, (V) Authorizing the Assumption of the Plan Support Agreement, and (VI) Granting Related Relief [Docket No. 36].*
 - c. *Declaration of Robert J. Riesbeck, Chief Executive Officer of Pier 1 Imports, Inc., in Support of the Debtors’ Motion for Entry of an Order (I) Establishing Bidding Procedures, (II) Scheduling Bid Deadlines and an Auction, (III) Approving the Form and Manner of Notice Thereof, (IV) Approving the Form of Asset Purchase Agreement, (V) Authorizing the Assumption of the Plan Support Agreement, and (VI) Granting Related Relief [Docket No. 37].*

III. FINANCING MOTION

4. *“DIP Motion” Debtors’ Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Granting Liens and Providing Superpriority Administrative Expense Status, (IV) Granting Adequate Protection to the Prepetition Secured Parties, (V) Modifying the Automatic Stay, (VI) Scheduling a Final Hearing, and (VII) Granting Related Relief [Docket No. 25].*

- a. *Declaration of Durc Savini in Support of the Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Granting Liens and Providing Superpriority Administrative Expense Status, (IV) Granting Adequate Protection to the Prepetition Secured Parties, (V) Modifying the Automatic Stay, (VI) Scheduling a Final Hearing, and (VII) Granting Related Relief* [Docket No. 26].

IV. OPERATIONAL MOTIONS

5. *"Foreign Representative Motion" Motion for an Order Authorizing Pier 1 Imports, Inc. to Serve as Foreign Representative on Behalf of the Debtors' Estates* [Docket No. 11].
6. *"Store Closing Motion" Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to Assume the Consulting Agreement, (II) Authorizing and Approving the Conduct of Store Closing Sales, with such Sales to be Free and Clear of all Liens, Claims, and Encumbrances, (III) Authorizing Customary Bonuses to Employees of Closing Stores, and (IV) Granting Related Relief* [Docket No. 24].
 - a. *Declaration of Robert J. Riesbeck in Support of the Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to Assume the Consulting Agreement, (II) Authorizing and Approving the Conduct of Store Closing Sales, with such Sales to be Free and Clear of all Liens, Claims, and Encumbrances, (III) Authorizing Customary Bonuses to Employees of Closing Stores, and (IV) Granting Related Relief* [Docket No. 24-C].
7. *"Lease Rejection Motion" Debtors' Motion for Entry of an Order Authorizing (I) Rejection of Certain Unexpired Leases and (II) Abandonment of any Personal Property, Effective as of the Rejection Date and (III) Granting Related Relief* [Docket No. 28].
 - a. *Declaration of Robert J. Riesbeck in Support of the Debtors' Motion for Entry of an Order Authorizing (I) Rejection of Certain Unexpired Leases and (II) Abandonment of any Personal Property, Effective as of the Rejection Date and (III) Granting Related Relief* [Docket No. 29].
8. *"Wages Motion" Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Pay Prepetition Wages, Salaries, Other Compensation, and Reimbursable Expenses and (B) Continue Employee Benefits Programs, and (II) Granting Related Relief* [Docket No. 27].

9. “Cash Management Motion” Debtors’ 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 (D) Perform Intercompany Transactions, and (II) Granting Related Relief [Docket No. 22].
10. “Customer Programs Motion” Debtors’ Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to Maintain and Administer Their Existing Customer Programs and Honor Certain Prepetition Obligations Related Thereto and (II) Granting Related Relief [Docket No. 18].
11. “Lienholders Motion” Debtors’ Motion for Entry of Interim and Final Orders (I) Authorizing Payment of Prepetition Claims of Lien Claimants and 503(B)(9) Claimants, (II) Confirming Administrative Expense Priority of Outstanding Orders, and (III) Granting Related Relief [Docket No. 21].
12. “Insurance Motion” Debtors’ Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Maintain, Renew, or Supplement Their Insurance Policies and Honor All Obligations in Respect Thereof, and (B) Maintain, Renew, or Supplement Their Surety Bond Program, and (II) Granting Related Relief [Docket No. 17].
13. “Utilities Motion” Debtors’ Motion for Entry of Interim and Final Orders (I) Approving the Debtors’ Proposed Adequate Assurance of Payment for Future Utility Services, (II) Prohibiting Utility Companies from Altering, Refusing, or Discontinuing Services, (III) Approving the Debtors’ Proposed Procedures for Resolving Additional Assurance Requests, and (IV) Granting Related Relief [Docket No. 14].
14. “Taxes Motion” Debtors’ Motion for Entry of Interim and Final Orders (I) Authorizing the Payment of Certain Prepetition and Postpetition Taxes and Fees and (II) Granting Related Relief [Docket No. 8].
15. “NOL Motion” Debtors’ Motion for Entry of Interim and Final Orders (I) Approving Notification and Hearing Procedures for Certain Transfers of and Declarations of Worthlessness with Respect to Common Stock, and (II) Granting Related Relief [Docket No. 9].
16. “Sell-Down Motion” Debtors’ Motion Seeking Entry of an Order Establishing a Record Date for Notice and Sell-Down Procedures for Trading in Certain Claims Against the Debtors’ Estates [Docket No. 10].

V. ADMINISTRATIVE MOTIONS

17. “Joint Administration Motion” Debtors’ Motion for Entry of an Order (I) Directing Joint Administration of Chapter 11 Cases and (II) Granting Related Relief [Docket No. 3].

18. “Case Management Procedures Motion” Debtors’ Motion for Entry of an Order (I) Establishing Certain Notice, Case Management, and Administrative Procedures and (II) Granting Related Relief [Docket No. 6].
19. “Creditor Matrix Motion” Debtors’ Motion for Entry of Interim and Final Orders (I) Extending Time to File Schedules and Statements of Financial Affairs, (II) Authorizing the Debtors to File a Consolidated List of Creditors in Lieu of Submitting a Separate Mailing Matrix for Each Debtor, (III) Authorizing the Debtors to File a Consolidated List of the Debtors’ Thirty Largest Unsecured Creditors, (IV) Waiving the Requirement to File a List of Equity Security Holders, (V) Authorizing the Debtors to Redact Certain Personal Identification Information, and (VI) Granting Related Relief [Docket No. 5].
20. “Claims and Noticing Agent Retention Application” Debtors’ Application for Entry of an Order Pursuant to 28 U.S.C. § 156(c) (I) Approving the Retention and Appointment of Epiq Corporate Restructuring, LLC as the Claims and Noticing Agent to the Debtors, Effective Nunc Pro Tunc to the Petition Date and (II) Granting Related Relief [Docket No. 12].

[Remainder of page intentionally left blank]

Richmond, Virginia
Dated: February 17, 2020

/s/ Brian H. Richardson

KUTAK ROCK LLP

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Exhibit 2

Notice

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Proposed Co-Counsel to the Debtors and Debtors in Possession

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION**

)	
In re:	)	Chapter 11
)	
PIER 1 IMPORTS, INC., <i>et al.</i> , ¹	)	Case No. 20-30805 (KRH)
)	
Debtors.	)	(Joint Administration Requested)
)	

**NOTICE OF FILING OF CHAPTER 11 PETITIONS AND
FIRST DAY MOTIONS AND OF PROPOSED HEARING ON FIRST DAY MOTIONS**

PLEASE TAKE NOTICE THAT on February 17, 2020 (the “Petition Date”), the above-captioned debtors and debtors in possession (collectively, the “Debtors”) filed with the United States Bankruptcy Court for the Eastern District of Virginia, Richmond Division (the “Court”), their respective voluntary petitions for relief under chapter 11 of the United States

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are set forth in the *Debtors’ Motion for Entry of an Order (I) Directing Joint Administration of Chapter 11 Cases and (II) Granting Related Relief* filed contemporaneously herewith. The location of the Debtors’ service address is 100 Pier 1 Place, Fort Worth, Texas 76102.

Bankruptcy Code, 11 U.S.C. §§ 101-1532 (the “Bankruptcy Code”) commencing the above-captioned chapter 11 cases.

PLEASE TAKE FURTHER NOTICE THAT together with their chapter 11 petitions, the Debtors also requested an expedited hearing before the Court (the “First Day Hearing”) to consider certain motions and applications filed on the Petition Date and listed on the Proposed First Day Agenda attached hereto (collectively, the “First Day Motions”).

PLEASE TAKE FURTHER NOTICE THAT the Court has scheduled the First Day Hearing on **February 18, 2020, at 2:00 p.m., prevailing Eastern Time**, Courtroom 5100, United States Bankruptcy Court for the Eastern District of Virginia, Richmond Division, 701 East Broad Street, Richmond, Virginia, 23219.

PLEASE TAKE FURTHER NOTICE THAT a copy of each of the First Day Motions may be viewed on the Court’s website at <http://www.vaeb.uscourts.gov> in accordance with the procedures and fees set forth therein. A copy of each of the First Day Motions may also be viewed free of charge on the Debtors’ claims and noticing agent’s website at <https://dm.epiq11.com/Pier1>.

PLEASE TAKE FURTHER NOTICE THAT your rights may be affected. You should carefully read the First Day Motions and discuss them with your attorney, if you have one in these chapter 11 cases. If you do not have an attorney, then you may wish to consult with one.

PLEASE TAKE FURTHER NOTICE THAT if you do not want the Court to grant the relief requested in the First Day Motions, or if you want the Court to consider your views on the First Day Motions, then you or your attorney must attend the First Day Hearing. If you or your attorney do not take these steps, then the Court may decide that you do not oppose the relief sought

in the First Day Motions and may enter orders granting the relief requested in the First Day Motions.

[Remainder of page intentionally left blank]

Richmond, Virginia
Dated: February 17, 2020

/s/ Peter J. Barrett

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T A B N

THIS IS EXHIBIT "N" REFERRED TO IN THE
AFFIDAVIT OF GRAEME ROTRAND SWORN
BEFORE ME THIS 18TH DAY
OF FEBRUARY, 2020

A handwritten signature in black ink, appearing to read "Waleed Malik", is written over a horizontal line.

Notary Public in and for the Province of Ontario

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Proposed Co-Counsel to the Debtors and Debtors in Possession

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION**

)	
In re:	)	Chapter 11
)	
PIER 1 IMPORTS, INC., <i>et al.</i> , ¹	)	Case No. 20-30805 (KRH)
)	
Debtors.	)	(Joint Administration Requested)
)	

**DEBTORS' 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 (D) PERFORM
INTERCOMPANY TRANSACTIONS, AND (II) GRANTING RELATED RELIEF**

The above-captioned debtors and debtors in possession (collectively, the "Debtors")² respectfully state as follows in support of this motion (this "Motion"):

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are set forth in the *Debtors' Motion for Entry of an Order (I) Directing Joint Administration of Chapter 11 Cases and (II) Granting Related Relief* filed contemporaneously herewith. The location of the Debtors' service address is 100 Pier 1 Place, Fort Worth, Texas 76102.

² A detailed description of the Debtors and their business, and the facts and circumstances supporting the Debtors' chapter 11 cases, are set forth in greater detail in the *Declaration of Robert J. Riesbeck, Chief Executive Officer,*

Relief Requested

1. The Debtors seek entry of interim and final orders, substantially in the forms attached hereto as **Exhibit A** and **Exhibit B** (the “Interim Order” and the “Final Order,” respectively): (a) authorizing the Debtors to (i) continue to operate their Cash Management System, (ii) pay any prepetition or postpetition amounts outstanding on account of the Bank Fees (iii) maintain existing Business Forms in the ordinary course of business, and (iv) continue to perform Intercompany Transactions (as such terms are defined below) consistent with historical practice; and (b) granting related relief. In addition, the Debtors request that the Court schedule a final hearing within 21 days of the commencement of these chapter 11 cases to consider approval of this Motion on a final basis.

Jurisdiction and Venue

2. The United States Bankruptcy Court for the Eastern District of Virginia (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference from the United States District Court for the Eastern District of Virginia*, dated August 15, 1984. The Debtors confirm their consent, pursuant to Rule 7008 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), to the entry of a final order by the Court in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

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

of Pier 1 Imports, Inc., in Support of Chapter 11 Petitions and First Day Motions (the “First Day Declaration”) filed contemporaneously with the Debtors’ voluntary petitions for relief filed under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”). Capitalized terms used but not otherwise defined in this Motion shall have the meanings ascribed to them in the First Day Declaration or as later defined herein, as applicable.

4. The bases for the relief requested herein are sections 105, 345, 363, 503, and 507 of the Bankruptcy Code, Bankruptcy Rules 6003 and 6004, and rule 9013-1 of the Local Rules of the United States Bankruptcy Court for the Eastern District of Virginia (the “Local Bankruptcy Rules”).

Background

5. The Debtors are a leading omni-channel retailer of unique home décor, furniture, and accessories. Their retail approach has focused on providing the discerning customer a curated mix of home goods from artisans around the world. The Debtors offer their merchandise through 923 stores throughout the United States and Canada as well as online through their U.S. e-commerce website. The Debtors are headquartered in Fort Worth, Texas and currently employ approximately 17,000 non-seasonal employees. On January 6, 2020, the Debtors announced the closing of up to 450 of their stores, and in connection with the filing of these chapter 11 cases, the Debtors announced the closing of all Canadian operations.

6. The Debtors commenced these chapter 11 cases to facilitate a timely and efficient process that will maximize the value of the Debtors’ estates for the benefit of all stakeholders. The Debtors anticipate winding down the brick-and-mortar stores not part of their go-forward plan and will seek to implement a value-maximizing going-concern sale or transaction for the remaining operations and assets.

7. As of the Petition Date, each of the Debtors filed a petition with the Court under chapter 11 of the Bankruptcy Code. The Debtors will also file for relief under the Companies’ Creditors Arrangement Act (Canada). The Debtors continue to operate their businesses and manage their properties as debtors and debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. Concurrently with the filing of this Motion, the Debtors have requested procedural consolidation and joint administration of these 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 committees have been appointed or designated.

I. The Cash Management System.³

8. The Debtors operate an intricate cash management system, which is illustrated on Exhibit 1 annexed to Exhibit A attached hereto (the “Cash Management System”). The Debtors use their Cash Management System in the ordinary course to transfer and distribute funds and to facilitate cash monitoring, forecasting, and reporting. The Debtors’ treasury department maintains daily oversight of the Cash Management System and implements cash management controls for entering, processing, and releasing funds. Additionally, the Debtors’ corporate accounting, treasury, and internal audit departments regularly reconcile the Debtors’ books and records to ensure that all transfers are accounted for properly.

9. The Debtors’ Cash Management System facilitates the timely and efficient collection, management, and disbursement of funds used in the Debtors’ business.⁴ The Debtors estimate that cash collections for the Cash Management System average approximately \$107 million per month, including store cash receipts, credit and debit card receipts, and website sales. The Debtors estimate that total disbursements will average approximately \$100 million per month during these chapter 11 cases. Because of the nature of the Debtors’ business and the disruption to the business that would result if they were forced to close their existing bank

³ In the ordinary course of business, the Debtors may close existing accounts or open new accounts to facilitate their Cash Management requirements.

⁴ All Store Account and Canadian Store Account balances estimates referenced in this Motion and Exhibit 2 are as of Monday, February 10, 2020. All other Bank Account balance estimates referenced in this Motion and Exhibit 2 are as of Thursday, February 13, 2020.

accounts, it is critical that the Debtors' Cash Management System remain in place on a postpetition basis.

10. As of the Petition Date, the Cash Management System includes a total of 729 bank accounts (collectively, the "Bank Accounts"), which are held at 35 different banks (collectively, the "Cash Management Banks"). The Bank Accounts are identified on Exhibit 2 annexed to Exhibit A attached hereto. The Cash Management System consists of:

- One main concentration Bank Account in the United States, maintained at Wells Fargo, N.A. ("Wells Fargo") (the "Main Concentration Account");
- 678 store-level depository Bank Accounts that serve the U.S. stores (collectively, the "Store Accounts"), of which one is maintained at BancFirst Corporation, 26 at Bank of America, N.A. ("Bank of America"), one at Bank of Hawaii, one at Camden National Bank, nine at Capital One Bank ("Capital One"), one at Comerica Bank, 5 at Commerce Bank, one at Compass Bank, 10 at Citizens Bank, 23 at Fifth Third Bank ("Fifth Third"), one at First Hawaiian Bank, one at First National Bank of Burleson, one at First National Bank of Pennsylvania, one at Flagstar Bank, one at HSBC Bank USA ("HSBC"), 3 at Huntington National Bank, 174 at JPMorgan Chase Bank, N.A. ("Chase"), 31 at KeyBank, one at Middlesex Savings Bank, one at M&T Bank, one at PNC Bank, N.A., 35 at Regions Financial Corporation ("Regions Bank"), one at Santander Bank, one at Summit Community Bank, one at SunTrust Bank, one at TD Bank, N.A. ("TD Bank"), one at the United National Bank of Parkersburg, 68 at U.S. Bank, 275 at Wells Fargo, and one at WesBanco, Inc.;
- Two concentration Bank Accounts (collectively the "Concentration Accounts") which are maintained at Wells Fargo;
- Two deposit Bank Accounts (collectively the "Deposit Accounts") which are maintained at Wells Fargo;
- 10 disbursement Bank Accounts (collectively, the "Disbursement Accounts"), four of which are maintained at Bank of America and six at Wells Fargo;
- Two operating Bank Accounts (collectively, the "Operating Accounts"), of which one is maintained at Bank of America, London, and one at Chase;
- One Canadian concentration Bank Account (the "Canadian Concentration Account"), maintained at The Royal Bank of Canada ("RBC");
- Five store-level depository Bank Accounts that each serve all Canadian Stores (collectively, the "Canadian Store Accounts"), of which one is maintained at The Bank of

Nova Scotia, two at HSBC Bank of Canada, one at RBC, and one at Toronto-Dominion Bank (“Toronto-Dominion”);

- One operating Bank Account in Canada (the “Canadian Operating Account”) maintained at RBC;
- Two disbursement Bank Accounts in Canada (the “Canadian Disbursement Accounts”) maintained at RBC;
- Seven investment Bank Accounts (collectively, the “Investment Accounts”), of which one is maintained at Bank of America, one at RBC, and five at Wells Fargo;
- Four inactive Bank Accounts (collectively, the “Inactive Accounts”), of which three are maintained at Bank of America and one at Wells Fargo; and
- Four other Bank Accounts (collectively, the “Other Accounts”), each at the Bank of Montreal (“BMO”), Chase, HSBC, and Wells Fargo.

11. The Cash Management System is organized around the Main Concentration Account, which pools incoming funds from (a) the Store Accounts as a result of cash sales at the Debtors’ United States brick and mortar locations, (b) various operating, deposit, concentration, and investment accounts, (c) an unrelated third party that licenses the Debtors’ intellectual property and operates store locations in certain foreign locations, and (d) the Debtors’ Canadian Concentration Account. The Main Concentration Account, in turn, funds the Debtors’ various deposit, disbursement, and investment accounts. On average, the Main Concentration Account contains approximately \$1 million at the close of each business day, depending on the season.

12. Pursuant to the respective credit agreements and other loan documents (including intercreditor and deposit account control agreements) governing the Debtors’ prepetition asset-based revolving credit facility (the “ABL Facility”) and the Debtors’ term loan credit facility (“Term Loan Facility”), substantially all of the cash held in the Bank Accounts is subject to properly-perfected security interests in favor of Bank of America, solely in its capacity as administrative agent under the ABL Facility (the “ABL Agent”), and Wilmington Savings Fund Society, FSB, solely in its capacity as administrative agent under the Term Loan Facility. As of

Friday, February 14, 2020, the ABL Agent informed the Company that it had deemed a Cash Dominion Event to have occurred in accordance with the terms of the *Amended and Restated Credit Agreement*, dated as of April 30, 2014 (as amended, restated, supplemented, extended, or otherwise modified prior to the date hereof) (the “ABL Loan”) meaning that on a daily basis, all (i) cash amounts that remain in the Concentration Accounts (as defined below) and (ii) all other cash receipts and proceeds (with limited exceptions set forth in the ABL Loan) are swept by the ABL Agent to pay down balances of the ABL Loan.

A. Collection Process.

13. *U.S. Cash Collections.* The Debtors maintain 678 Store Accounts⁵ at U.S. store locations, into which all non-credit card store-level cash sales are deposited by the store manager on a daily basis. At two of the store locations, cash is collected by armored car and transferred to a depository vault where the cash is counted and electronically deposited into the applicable store Bank Accounts. On average, approximately \$9,000 in cash is in transit in the armored car services each week.⁶

14. Cash deposited at the Store Accounts is swept or transferred via Automated Clearing House payments (“ACH”) daily into a concentration account at Wells Fargo (ending in 5015) (the “Store Concentration Account”).⁷ Any funds in the Store Concentration Account are then automatically swept to a zero-balance account maintained by Wells Fargo (ending in 6030)

⁵ While certain of the collection processes may differ as a technical matter among the Store Accounts, as a practical matter the Store Accounts each collect funds from stores and allow the company to move such funds through the Cash Management System.

⁶ The Debtors anticipate that the two store locations where cash is collected by armored car will close during the pendency of these chapter 11 cases.

⁷ Certain Store Accounts first sweep into one of nine master depository accounts via ACH before being swept to the Store Concentration Account. These master depository accounts are held at Bank of America, Chase, Capital One, Fifth Third, KeyBank, Regions, U.S. Bank, and Wells Fargo.

(the “Receipt Concentration Account,” and together with the Store Concentration Account, the “Concentration Accounts”). The Receipt Concentration Account also collects funds from sales of gift cards made at third-party businesses (such as when a consumer purchases a gift card from their local convenience store). The Debtors manually transfer funds from the Receipt Concentration Account to the Main Concentration Account on a daily basis.

15. ***Canadian Cash Collections.*** The Debtors maintain five Canadian Store Accounts⁸ for its 65 store locations in Canada. Some of the Canadian Store Accounts are zero-balance accounts that sweep daily into the Canadian Concentration Account, while the other accounts require the Debtors to manually transfer funds to the Canadian Concentration Account, which is done on a monthly basis. On average, the Canadian Concentration Account contains approximately \$2 million at the close of each business day, depending on the season.

16. ***Credit Card Collections.*** Credit and debit card sales and other electronic payments at the Debtors’ store locations in the U.S. and Canada are processed through a third-party processor, Bank of America Merchant Services. My Pier 1 Rewards Credit Card⁹ sales at the Debtors’ U.S. store locations are processed through Comenity Bank.

17. U.S. store proceeds are deposited—net of fees, chargebacks, and returns—into the Main Concentration Account. Online proceeds, *i.e.*, sales through the Debtors’ U.S. website made via credit, debit card, and My Pier 1 Rewards Credit Card, are deposited into the Receipt Concentration Account.

⁸ Certain Canadian Store Accounts first sweep into one master depository account held at HSBC Canada via ACH before being swept to the Canadian Concentration Account.

⁹ The Debtors’ policies with respect to, among other things, gift cards and the My Pier 1 Rewards Credit Card, are described, and relief is requested with respect to such policies in the *Debtors’ Motion For Entry of Interim and Final Orders (I) Authorizing the Debtors To Maintain and Administer Their Existing Customer Programs and Honor Certain Prepetition Obligations Related Thereto and (II) Granting Related Relief*, filed contemporaneously herewith.

18. Similarly, Canadian store proceeds are deposited—net of fees, chargebacks, and returns—on a weekly basis to the zero-balance Canadian Operating Account. Funds from the Canadian Operating Account are automatically swept to the Canadian Concentration Account on a daily basis.

B. Disbursement Process.

19. *U.S. Cash Disbursements.* The Main Concentration Account funds substantially all of the Debtors' various disbursement accounts in the Cash Management System, which in turn make disbursements to fund the Debtors' daily operations, such as accounts payable, payroll (including benefits), sales tax and other tax obligations, U.S. Customs and Border Protection payments, employee obligations, and payments to vendors and freight providers. Each of the various disbursement accounts is funded by the Main Concentration Account on an as-needed basis, and via ACH and manual transfers.

20. *Canadian Cash Disbursements.* The Debtors similarly release funds from the Canadian Concentration Account to fund their day-to-day Canadian operations, as well as Canadian payroll and other employee obligations. The Canadian Concentration Account directly disburses funds for, among other obligations, taxes, customs, and rent. At the end of each month in the ordinary course of business, the Debtors manually transfer excess cash from the Canadian Concentration Account to the Receipt Concentration Account.¹⁰

21. The Debtors anticipate (and seek authority through this Motion) that disbursements from the Disbursement Accounts will be funded (as they have been in the ordinary course of business) from funds in the Main Concentration Account generated from the Company's

¹⁰ After the Petition Date, the Debtors expect to transfer Cash from the Canadian Concentration Account to the Receipt Concentration Account on a regular basis.

operations and from the use of postpetition financing facilities. Because of the nature of the Debtors' business and the disruption that would result if the Debtors were forced to close their existing Bank Accounts, it is critical to the Debtors' restructuring efforts that the existing Cash Management System remain in place.

II. Investment Accounts.

22. In the ordinary course of business, the Debtors maintain seven Investment Accounts used for investing certain of the Debtors' excess funds (the "Investment Funds"). Pursuant to the Debtors' written investment policy (the "Investment Policy"), the Debtors' investment objectives are to invest the Debtors' Investment Funds safely and to preserve the principal amount of the Investment Funds by minimizing both credit risk and market risk, maintaining necessary liquidity, and maximizing after-tax returns.

23. The Investment Policy limits the instruments in which the Investment Funds may be invested to: (i) U.S. Government Securities agency securities; (ii) callable agency securities issued by government-sponsored entities with a minimum Standard & Poor's ("S&P") rating of AAA or Aaa by Moody's Investors Service ("Moody's"); (iii) agency bullet securities issued by government-sponsored entities and rated AAA by S&P or rated Aaa by Moody's; (iv) collective investment funds created pursuant to Regulation 9 of the Office of the Comptroller of the Currency of the U.S. with a minimum S&P rating of AAA or a minimum Moody's rating of Aaa; (v) certain certificates of deposit, Eurodollar certificates of deposit, demand and time deposits, and prime bankers acceptances issued by an Approved Financial Institution (as defined in the Pier 1 Import, Inc.'s Treasury Policy, approved and adopted as of June 26, 1997, as amended from time to time); (vi) fully collateralized repurchase agreements with an Approved Financial Institution; (vii) tax-exempt mutual funds that invest in municipal securities rated A1 or higher or AA or higher by S&P or P1 or higher or Aa or higher by Moody's; (viii) variable-rate tax-exempt demand notes

issued by municipalities and rated AA or higher by S&P or Aa or higher by Moody's; (ix) variable-rate tax-exempt demand notes issued by municipalities and rated AA or higher by S&P or Aa or higher by Moody's; (x) commercial paper issued by corporations and rated A2 or higher by S&P or P2 or higher by Moody's and corporate debt obligations rated BBB or higher by S&P or Baa2 or higher by Moody's; (xi) overnight investment in loan participations through an Approved Financial Institution where the underlying corporate credit has a minimum credit rating of A2 by S&P and P2 by Moody's; and (xii) deposits held in Bank Accounts with Approved Financial Institutions for the purposes of receiving offsetting compensating balance credits, so long as the balances continue to be guaranteed by the FDIC.

24. As of Thursday, February 13, 2020, the Investment Accounts contain an aggregate amount of approximately \$3,150,000 in Investment Funds. No additional funds will be deposited in the Investment Accounts during the course of these chapter 11 cases.

III. Other Accounts.

25. In the ordinary course of business, the Debtors maintain various Other Accounts, including:

- *Earnings Credit Rate Account.* A Bank Account, opened pursuant to the June 2017 Amendment to the ABL Loan Facility, held at Wells Fargo and used by the Debtors to store excess cash. On average, this account has a balance of \$950 at the end of each business day. As of Thursday, February 13, 2020, the Debtors have not made any disbursements from this account.
- *Business Savings Account.* A Bank Account, held at HSBC, which was also opened pursuant to the June 2017 Amendment to the ABL Loan Facility, and enables the Debtors to hold a minimum balance with HSBC. On average, this Bank Account has a balance of approximately \$7,028 at the end of each business day.¹¹

¹¹ The Earnings Credit Rate Account and Business Savings Account are each subject to a deposit account control agreement for the benefit of Bank of America.

- *Letter of Credit Account.* A Bank Account, held at BMO, which holds approximately \$25,000 to cash collateralize letters of credit issued by BMO for the benefit of the Canadian business operations.
- *Licensing Account.* A Bank Account, held at Wells Fargo and used by Pier 1 Licensing, Inc., to remit a quarterly management fee of approximately \$6,050 to Pier 1 Services Company, pursuant to a certain management agreement (as further described below).

Bank Accounts.

26. Each of the Bank Accounts are further described in the following table:

<u>Bank Accounts</u> ¹²	<u>Account Description</u>
U.S. Bank Accounts	
<u>Main Concentration Account</u> (0820) Wells Fargo	The Main Concentration Account funds the overwhelming majority of the Debtors’ Disbursement Accounts. Following the entry of this order, it will receive proceeds from loans under the DIP Credit Agreement to fund such disbursements.
<u>Concentration Accounts</u> <u>Store Concentration Account</u> (5015) Wells Fargo <u>Receipt Concentration Account</u> (6030) Wells Fargo	The Store Concentration Account is funded by cash receipts collected by the Store Accounts. The Receipt Concentration Account receives funds from Store Concentration Account, the Wells Fargo account ending in 4606, and all credit card receivables. The Concentration Accounts are the primary concentration accounts for the Debtors’ cash collection process. The Concentration Accounts pool incoming funds from the operating accounts and Investment Accounts.
<u>Deposit Accounts</u> (4606) Wells Fargo (2083) Wells Fargo	The account ending in 4606 receives funds from business-to-business gift-card sales and transfers funds to the Receipt Concentration Account on a daily basis. The account maintained by PIR Trading, Inc. ending in 2083 receives royalty payments from Sears Operadora Mexico S.A. de C.V. and sweeps, via ACH, to the Main Concentration Account.
<u>Store Accounts</u> ¹³	The Store Accounts are used by the Debtors to deposit cash receipts from their U.S. store locations. Certain of the Store Accounts are zero-balance accounts that sweep into a corresponding master depository account at the end of each day before sweeping to the Store Concentration Account.

¹² All accounts are maintained by Debtor Pier 1 Imports (U.S.), Inc. unless otherwise indicated.

¹³ A complete list of all Bank Accounts is attached hereto as **Exhibit 2**.

<p><u>Disbursement Accounts</u></p> <p>(8395) Wells Fargo (5559) Wells Fargo (6089) Wells Fargo (5772) Wells Fargo (6113) Wells Fargo (6105) Wells Fargo (2484) Bank of America (7510) Bank of America (2471) Bank of America (7502) Bank of America</p>	<p>The various disbursement accounts are ultimately funded by the Main Concentration Account and are used as follows:</p> <p>The account ending in 8395 is funded by the Master Concentration Account to pay all U.S. sales tax.</p> <p>The account ending in 5559 is funded by the Main Concentration account and disburses checks for accounts payable and certain lease-related payments.</p> <p>The account maintained by Pier 1 Services Company ending in 6089 is funded by the Master Concentration Account to pay headquarter-related and intercompany fees. The 6089 account also directly disburses all insurance-related benefits payments.</p> <p>The account maintained by Pier 1 Services Company ending in 5772 is funded by the account ending in 6089 and disburses payroll checks.</p> <p>The account maintained by Pier 1 Value Services, LLC ending in 6113 disburses and remits funds to the Main Concentration Account on account of intercompany balances between Pier 1 Imports (U.S.), Inc. and Pier 1 Value Services, LLC.</p> <p>The account maintained by Pier 1 Imports, Inc. ending in 6105 is funded by the Main Concentration Account and disburses funds to compensate Pier 1 Imports, Inc.'s board of directors.</p> <p>The account maintained by Pier 1 Services Company ending in 2484 is funded by the account ending in 6089 and transfers funds to the account ending in 7510.</p> <p>The account maintained by Pier 1 Services Company ending in 7510 disburses payroll checks on behalf of Pier 1 Services Company.</p> <p>The account ending in 2471 is funded by the Main Concentration Account and transfers funds to the account ending in 7502.</p> <p>The account ending in 7502 funds employee payroll through check and direct deposit disbursements.</p>
<p><u>Operating Accounts</u></p> <p>(9017) Bank of America, London (9428) Chase</p>	<p>The account ending in 9017 is funded by the Main Concentration Account to purchase Euros as needed in order to pay European vendors. On average, this account contains approximately \$6,000 at the close of each business day.</p>

	The account ending in 9428 receives funds from the Main Concentration Account for all customer-issued checks deemed insufficient.
<p><u>Inactive Accounts</u></p> <p>(0905) Bank of America (4708) Bank of America (7925) Bank of America (603001) Wells Fargo</p>	There is currently no activity in the Inactive Accounts. The Debtors reserve the right to use the Inactive Accounts during the course of these chapter 11 cases if segregated accounts are required to hold funds in accordance with any orders of the Court.
<p><u>Investment Accounts</u></p> <p>(2440)¹⁴ RBC (5A11) Bank of America (3636) Wells Fargo (6416) Wells Fargo (6418) Wells Fargo (6419) Wells Fargo (6337) Wells Fargo</p>	The Investment Accounts currently contain approximately \$3,150,000 million in aggregate. No additional funds will be deposited in the Investment Accounts during the pendency of these chapter 11 cases.
<p><u>Other Accounts</u></p> <p><u>Earnings Credit Rate Account</u> (7301) Chase</p> <p><u>Licensing Account</u> (3289) Wells Fargo</p> <p><u>Letter of Credit Account</u> (6982) BMO</p> <p><u>Business Savings Account</u> (5895) HSBC</p>	<p>The Earnings Credit Rate Account is an earning credit rate account opened pursuant to the June 2017 Amendment to the ABL.</p> <p>The Licensing Account maintained by Pier 1 Licensing, Inc. disburses a quarterly fee of approximately \$6,050 to the account ending in 6089 on account of a certain Trademark Agreement (as defined herein) between Pier 1 Licensing, Inc. and Pier 1 Services Co.</p> <p>The Letter of Credit Account holds certain letters of credit issued by BMO as cash collateral for the Canadian business operations.</p> <p>The Business Savings Account is a business savings account opened pursuant to the June 2017 Amendment to the ABL in order for the Debtors to hold a minimum balance with HSBC.</p>
Canadian Bank Accounts	
<p><u>Canadian Concentration Account</u> (2621) RBC</p>	The Canadian Concentration Account is the primary concentration account for the Debtors' cash and American Express credit card receipts from Canadian stores. The Canadian Concentration Account pools incoming funds from the Canadian Store Accounts and the Canadian Operating Account. The Canadian Concentration Account pays taxes, customs, employee payroll, and rent, and disburses funds to the Canadian Disbursement Accounts.
<p><u>Canadian Disbursement Accounts</u> (2647) RBC (4679) RBC</p>	The account ending in 2647 is a zero-balance account funded by the Canadian Concentration Account on a daily basis to satisfy accounts payable for Canadian operations.

¹⁴ The Investment Account ending in 2440 is maintained at RBC, a Canadian Cash Management Bank.

	The account ending in 4679 is funded by the Canadian Concentration Account to satisfy payroll for employees in instances where an employee was not enrolled as an associate by a pay period’s payroll cutoff date.
<u>Canadian Store Accounts</u> (2639) RBC (4626) Toronto-Dominion (5001) HSBC Canada (5029) HSBC Canada (5514) Scotia Bank	The Canadian Store Accounts are used by the Debtors to deposit cash receipts for several store locations and sweep into the Canadian Concentration Account.
<u>Canadian Operating Account</u> (4638) RBC	The Canadian Operating Account is a zero-balance account that collects all in-store credit card receipts and sweeps daily into the Canadian Concentration Account.

IV. Bank Fees.

27. On a monthly basis the Debtors pay approximately \$110,000 in service charges and other fees, including for armored car service, in connection with the maintenance of the Cash Management System (the “Bank Fees”). The Debtors paid approximately \$1.3 million on account of Bank Fees in 2019. The Debtors estimate that they owe approximately \$345,000 on account of Bank Fees as of Thursday, February 13, 2020 and request authority to pay outstanding Bank Fees in the ordinary course of business, including on a on a postpetition basis, in order to ensure the uninterrupted operation of the Cash Management System.

V. Petty Cash System.

28. As part of the Cash Management System, the Debtors provide certain of their employees in their U.S. and Canadian brick and mortar store locations with access to petty cash (the “Petty Cash System”) to be utilized for approved purchases, customer refunds, and business expenses. The Petty Cash System is critical to the Debtors’ ability to maintain ordinary course operations at the store level. Each store location holds approximately \$300 to \$500 in petty cash, depending on the season. When petty cash is needed, store managers record use of petty cash via a “paid-in” and “paid-out” recording at the cash registers, thus allowing the Debtors to track when

petty cash is both deposited into and removed from the cash register for approved purchases and business expenses.

29. The Debtors request authority, but not direction, to continue utilizing and making payments on account of the Petty Cash System in the ordinary course of business on a postpetition basis.

VI. Compliance with the U.S. Trustee Guidelines and the Bankruptcy Code.

A. U.S. Trustee Authorized Depositories.

30. The *Chapter 11 Guidelines for Debtors-in-Possession*, Office of the United States Trustee, Eastern District of Virginia, Richmond Division (the “U.S. Trustee Guidelines”),¹⁵ generally require chapter 11 debtors to, among other things, deposit all estate funds into an account with an authorized depository that agrees to comply with the requirements of the Office of the United States Trustee for the Eastern District of Virginia (the “U.S. Trustee”).

31. Of the 35 Cash Management Banks, 12 are designated as authorized depositories under the U.S. Trustee Guidelines, and over 78 percent of the Store Accounts are maintained at such depositories.

32. Of the Bank Accounts held by Cash Management Banks that are not authorized depositories, over 85 percent are Store Accounts, some of which are local or regional banks with branches located in near proximity to the corresponding store. Store managers themselves deposit cash receipts at these banks on a daily basis. If the Debtors are not permitted to maintain these accounts, the affected stores managers will need to find other means of depositing collected cash, creating additional expense and operational and administrative burdens to the detriment of the Debtors’ business and their estates. Additionally, all of the Bank Accounts located in the U.S. and

¹⁵ Available at https://www.justice.gov/ust-regions-r04/file/ch11_guidelines_richmond.pdf/download.

Canada are insured by the Federal Deposit Insurance Corporation (“FDIC”) or the Canada Deposit Insurance Corporation (“CDIC”), respectively. As of Thursday, February 13, 2020, the Store Accounts and Canadian Store Accounts not maintained with an authorized depository hold a daily balance that does not exceed the applicable FDIC-insured or CDIC-insured amount. Additionally, each Store Account is swept or transferred via ACH daily into the Store Concentration Account held at Wells Fargo, an authorized depository. Thus, the Debtors believe that any funds that are deposited in these Bank Accounts are secure.

33. As further detailed in the First Day Declaration, the Debtors are in the process of closing up to 450 store locations in order to reduce their overall physical footprint. Requiring the Debtors to relocate Store Accounts in advance of finalizing such closures would add unnecessary expense to the administration of these cases. Therefore, the Debtors respectfully submit that cause exists to continue to allow the Debtors to utilize the existing Bank Accounts. The Debtors will work in good faith with the U.S. Trustee to resolve any concerns regarding the continued use of these Bank Accounts on a postpetition basis.

B. Section 345(b) of the Bankruptcy Code.

34. Each Bank Account in the United States is maintained at a bank that is insured by the FDIC and, therefore, complies with section 345(b) of the Bankruptcy Code. Additionally, all Bank Accounts held at a Canadian Cash Management Bank are insured by the CDIC. In addition, during the pendency of these chapter 11 cases, the Debtors will be in the process of closing all Canadian store locations. The Debtors therefore request that the Court waive the requirements of section 345(b) of the Bankruptcy Code and the U.S. Trustee Guidelines, to the extent not already met, with respect to authorized depository requirements.

C. Business Forms and Books and Records.

35. As part of the Cash Management System, the Debtors utilize preprinted business forms in the ordinary course of their business, including letterhead, purchase orders, invoices, and preprinted checks (the “Business Forms”). The U.S. Trustee Guidelines require that the Cash Management Banks print “Debtor in Possession” and the bankruptcy case number on checks issued after the Petition Date.

36. To minimize expenses to their estates and avoid confusion on the part of employees, customers, vendors, and suppliers during the pendency of these chapter 11 cases, the Debtors request that the Court authorize their continued use of all Business Forms in existence immediately before the Petition Date, without reference to the Debtors’ status as debtors in possession. If the Debtors exhaust their existing supply of checks during these chapter 11 cases, the Debtors will print or order checks with the designation “Debtor in Possession” and the corresponding bankruptcy case number.

VII. Intercompany Transactions.

37. The Debtors maintain business relationships and have entered into certain agreements with each other (the “Intercompany Transactions”) resulting in intercompany receivables and payables in the ordinary course of business (collectively, the “Intercompany Claims”). The Intercompany Transactions include the transfer of funds through direct deposits to purchase merchandise, fund operating expenses, and settle obligations arising from such agreements on behalf of certain Debtor entities. Accordingly, at any given time there may be Intercompany Claims owed by one Debtor to another Debtor. Such Intercompany Transactions are typically conducted pursuant to intercompany trade arrangements and joint use of certain shared service platforms, among others.

38. **General Intercompany Transactions.** Among the Debtors, Intercompany Transactions occur regularly resulting from, among other things, informal loan agreements among the Debtors. These Intercompany Claims are reflected as journal entry receivables and payables, as applicable, in the respective Debtors' accounting systems.¹⁶

39. **Services Agreements.** Pursuant to that certain *Services Agreement*, by and among Pier 1 Imports (U.S.), Inc. and Pier 1 Value Services, LLC, dated as of September 18, 2000 (as amended from time to time, the "Gift Card Services Agreement"), Pier 1 Imports (U.S.), Inc. markets and sells gift cards issued by Pier 1 Value Services, LLC in exchange for a monthly fee. In the Debtors' 2019 fiscal year, the total amount paid to Pier 1 Imports (U.S.), Inc. on account of the Gift Card Services Agreement was approximately \$4.2 million. To date in the Debtors' 2020 fiscal year¹⁷, the total amount paid to Pier 1 (U.S.), Inc. on account of the Gift Card Services Agreement is approximately \$3.8 million.

40. Pursuant to that certain *Agreement for Strategic Business, Financial Reporting, Accounting and Administrative Services*, by and among Pier 1 Imports (U.S.), Inc. and Pier 1 Services Company, dated as of February 28, 2016 (as amended from time to time, the "Business Services Agreement," and together with the Gift Card Services Agreement, the "Services Agreements"), Pier 1 Services Company provides business operations services, including product procurement, merchandising, research and development, treasury, finance, accounting, tax, human resources, legal, and day to day operations to Pier 1 Imports (U.S.), Inc. In the Debtors' 2019 fiscal year, the total amount paid to Pier 1 Services Company on account of the Business Services Agreement was approximately \$126.225 million. To date in the Debtors' 2020 fiscal year, the

¹⁶ For the avoidance doubt, the Debtors do not have any non-Debtor affiliates.

¹⁷ The Debtors 2020 fiscal year ends on February 29, 2020.

total amount paid to Pier 1 Services Company on account of the Business Services Agreement is approximately \$113.075 million.

41. **Management Agreements.** Pursuant to that certain *Agreement for the Management of Trademarks, Tradenames, and Services Names*, by and among Pier 1 Services Company and Pier 1 Licensing, Inc., dated as of October 1, 1996 (as amended from time to time, the “Trademark Management Agreement”), Pier 1 Services Company manages, directs, and protects Pier 1 Licensing, Inc.’s proprietary marks. In the Debtors’ 2019 fiscal year, the total amount paid to Pier 1 Services Co. on account of the Trademark Management Agreement was approximately \$24,000. To date in the Debtors’ 2020 fiscal year, the total amount paid to Pier 1 Services Company on account of the Trademark Management Agreement is approximately \$18,000.

42. Pursuant to that certain *Agreement for Strategic Management, Accounting, and Administrative Services*, by and among Pier 1 Services Company and Pier 1 Value Services, LLC, dated as of September 18, 2000 (as amended from time to time, the “Strategic Management Agreement,” and together with the Trademark Management Agreement, the “Management Agreements”), Pier 1 Services Company provides business operations services, including product procurement, merchandising, research and development, treasury, finance, accounting, tax, human resources, legal, and day to day operations to Pier 1 Value Services, LLC. In the Debtors’ 2019 fiscal year, the total amount paid to Pier 1 Services Company on account of the Strategic Management Agreement was approximately \$90,000. To date in the Debtors’ 2020 fiscal year, the total amount paid to Pier 1 Services Company on account of the Strategic Management Agreement is approximately \$82,500.

43. **Licensing Agreement.** Pursuant to that certain licensing agreement, by and among Pier 1 Services Company and Pier 1 (U.S.), Inc., dated as of December 1, 2010 (as amended from

time to time, the “Licensing Agreement”), Pier 1 Services Company receives payments on account of various trademarks, tradenames, and servicemarks. In the Debtors’ 2019 fiscal year, the total amount paid to Pier 1 Services Company on account of the Trademark Agreement was approximately \$15.4 million. To date in the Debtors’ 2020 fiscal year, the total amount paid to Pier 1 Services Company on account of the Trademark Agreement is approximately \$11.7 million.

44. The Services, Management, and Licensing Agreements are essential to the management and operations of the Debtors’ business and result in efficiencies and cost savings to the Debtors.

45. The Debtors track all fund transfers through their accounting system and can ascertain, trace, and account for all Intercompany Transactions. If the Intercompany Transactions were to be discontinued, the Cash Management System and the Debtors’ operations would be disrupted unnecessarily to the detriment of the Debtors, their creditors, and other stakeholders.¹⁸

Basis for Relief

I. The Court Should Authorize the Debtors to Continue to Use the Cash Management System and Pay the Bank Fees.

46. Pursuant to 28 U.S.C. § 586(a)(3) and the U.S. Trustee Guidelines, debtors in possession are required to, among other things: (a) close all existing bank accounts and open new debtor-in-possession accounts; (b) establish one debtor-in-possession bank account for all estate monies required for the payment of taxes, including payroll taxes; and (c) maintain a separate debtor-in-possession account for cash collateral. These requirements are intended to provide a

¹⁸ This Motion provides an overview of the Debtors’ typical Intercompany Transactions. The relief requested herein is applicable with respect to all Intercompany Transactions and is not limited to those Intercompany Transactions described in this Motion. To the extent that there are any outstanding prepetition obligations related to Intercompany Transactions not described herein, the Debtors, out of an abundance of caution, seek authority to honor such obligations.

clear line of demarcation between prepetition and postpetition transactions and operations and to prevent inadvertent payment of prepetition claims.

47. The continuation of the Cash Management System is nevertheless permitted pursuant to section 363(c)(1) of the Bankruptcy Code, which authorizes a debtor in possession to “use property of the estate in the ordinary course of business without notice or a hearing.” 11 U.S.C. § 363(c)(1). Bankruptcy courts routinely treat requests for authority to continue utilizing existing cash management systems as a relatively “simple matter.” *In re Baldwin-United Corp.*, 79 B.R. 321, 327 (Bankr. S.D. Ohio 1987). In addition, in granting such relief, courts recognize that an integrated cash management system “allows efficient utilization of cash resources and recognizes the impracticalities of maintaining separate cash accounts for the many different purposes that require cash.” *In re Columbia Gas Sys., Inc.*, 136 B.R. 930, 934 (Bankr. D. Del. 1992), *aff’d in relevant part*, 997 F.2d 1039, 1061 (3d Cir. 1993); *see also In re US Airways, Inc.*, No. 04-13819 (SMM) (Bankr. E.D. Va. Sept. 14, 2004); *In re NTELOS, Inc.*, No. 3-32094 (DOT) (Bankr. E.D. Va. March 4, 2003).

48. Here, requiring the Debtors to adopt a new, segmented cash management system during these chapter 11 cases would be expensive, burdensome, and unnecessarily disruptive to the Debtors’ operations. Importantly, the Cash Management System provides the Debtors with the ability to track and report the location and amount of funds, which, in turn, allows management to track and control such funds, ensure cash availability, and reduce administrative costs through a centralized method of coordinating the collection and movement of funds. Any disruption of the Cash Management System could have a negative effect on the Debtors’ restructuring efforts. Indeed, absent the relief requested herein, requiring the Debtors to adopt a new, segmented cash management system would needlessly reduce the value of the Debtors’ business enterprise. By

contrast, maintaining the current Cash Management System will facilitate the Debtors' transition into chapter 11 by, among other things, minimizing delays in paying postpetition debts and eliminating administrative inefficiencies. Finally, maintaining the current Cash Management System will allow the Debtors' treasury and accounting employees to focus on their daily responsibilities at a critical juncture in these chapter 11 cases.

49. The Debtors respectfully submit that parties in interest will not be harmed by their maintenance of the Cash Management System, including maintenance of the Bank Accounts and the Intercompany Transactions, because the Debtors have implemented appropriate mechanisms to ensure that unauthorized payments will not be made on account of obligations incurred before the Petition Date. Specifically, with the assistance of their advisors, the Debtors have implemented internal control procedures that prohibit payments on account of prepetition debts without the prior approval of the Debtors' respective treasury departments which will only be granted based upon authority from the Court. In light of such protective measures, the Debtors submit that maintaining the Cash Management System is in the best interests of their estates and creditors.

50. Courts in this district routinely allow debtors in large chapter 11 cases to maintain their existing cash management systems, and such relief is generally non-controversial. *See, e.g., In re Gemstone Solutions Group, Inc.*, No. 19-30258 (KLP) (Bankr. E.D. Va. Feb. 19, 2019) (authorizing the debtors to continue using the cash management system maintained by the debtors prepetition); *In re Toys "R" Us, Inc.*, No. 17-34665 (KLP) (Bankr. E.D. Va. Oct. 24, 2017) (same); *In re The Gymboree Corp.*, No. 17-32986 (KLP) (Bankr. E.D. Va. July 13, 2017) (same); *In re*

Penn Va. Corp., No. 16-32395 (KLP) (Bankr. E.D. Va. June 9, 2016) (same); *In re Alpha Natural Resources, Inc.*, No. 15-33896 (KRH) (Bankr. E.D. Va. Oct. 8, 2015) (same).¹⁹

II. Authorizing the Debtors to Continue Using Debit, Wire, Credit Card, the Petty Cash System, and ACH Payments is Warranted.

51. The Debtors request that the Court grant further relief from the U.S. Trustee Guidelines to the extent they require the Debtors to make all disbursements by check. In certain instances, the U.S. Trustee requires that all disbursements of estate funds must be made by check with a notation representing the reason for the disbursement. As discussed above, in the ordinary course of business, the Debtors conduct transactions through wires, ACH, direct deposits, credit and debit cards, and other similar methods. If the Debtors' ability to conduct transactions by these methods is impaired, the Debtors may be unable to perform under certain contracts and payments to vendors could be delayed, resulting in unnecessary disruption to their business operations and the incurrence of additional costs to their estates.

III. Authorizing the Cash Management Banks to Continue to Maintain, Service, and Administer the Bank Accounts in the Ordinary Course of Business is Warranted.

52. As discussed above, implementing the U.S. Trustee Guidelines would needlessly interrupt the Debtors' operations and impair the Debtors' efforts to preserve the value of their estates and reorganize in an efficient manner. Thus, the Debtors respectfully request that the Court authorize the Cash Management Banks to continue to maintain, service, and administer the Bank Accounts as accounts of the Debtors as debtors in possession, without interruption and in the ordinary course of business. In this regard, the Cash Management Banks should be authorized to receive, process, honor, and pay any and all checks, ACH transfers, and other instructions, and

¹⁹ Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Motion. Copies of these orders are available upon request to the Debtors' proposed counsel.

drafts payable through, drawn, or directed on such Bank Accounts after the Petition Date by holders, makers, or other parties entitled to issue instructions with respect thereto. Notwithstanding the foregoing, any check, draft, or other notification that the Debtors advise the Cash Management Banks to have been drawn, issued, or otherwise presented before the Petition Date may be honored by the Cash Management Banks only to the extent authorized by order of the Court.

53. The Debtors further request that the Court authorize the Cash Management Banks to accept and honor all representations from the Debtors as to which checks, drafts, wires, or ACH transfers should be honored or dishonored consistent with any order of the Court and governing law, whether such checks, drafts, wires, or ACH transfers are dated before or subsequent to the Petition Date. The Debtors also request that, to the extent a Cash Management Bank honors a prepetition check or other item drawn on any account either: (a) at the direction of the Debtors; (b) in a good-faith belief that the Court has authorized such prepetition check or item to be honored; or (c) as a result of a mistake made despite implementation of customary item handling procedures, such Cash Management Bank will not be deemed to be liable to the Debtors, their estates, or any other party on account of such prepetition check or other item honored postpetition. The Debtors respectfully submit that such relief is reasonable and appropriate because the Cash Management Banks are not in a position to independently verify or audit whether a particular item may be paid in accordance with a Court order or otherwise.

54. Moreover, the Debtors request that the Court authorize the Cash Management Banks to (a) continue to charge the Debtors the Bank Fees, as applicable, (b) to deduct all applicable Bank Fees, whether arising prepetition or postpetition from the applicable Bank Accounts in the ordinary course, and (c) to chargeback returned items to the Bank Accounts

(including returned checks or returned items resulting from ACH transactions, wire transfers, or other electronic transfers of any kind), whether such items are dated before, on, or subsequent to the Petition Date, in the ordinary course of business. The Debtors further request that the Court authorize the Debtors to pay any Bank Fees which might be incurred, including prepetition Bank Fees. The Debtors further request that the Court order that liens on any of the Bank Accounts granted to creditors will not have priority over the Bank Fees of the respective bank at which the Bank Account is located.

55. In complex chapter 11 cases such as these, courts in this district often waive the U.S. Trustee Guidelines' requirement that debtors establish new postpetition cash management systems, recognizing that they may harm a debtor's postpetition business operations and restructuring efforts to an extent that is out of proportion compared to the benefit, if any, the requirements afford the debtor's estate or parties in interest. *See, e.g., In re Gemstone Solutions Group, Inc.*, No. 19-30258 (KLP) (Bankr. E.D. Va. Feb. 19, 2019) (authorizing debtors' continued use of cash management system and bank accounts in accordance with prepetition practices); *In re Toys "R" Us, Inc.*, No. 17-34665 (KLP) (Bankr. E.D. Va. Oct. 24, 2017) (same); *In re The Gymboree Corp.*, No. 17-32986 (KLP) (Bankr. E.D. Va. July 13, 2017) (same); *In re Penn Va. Corp.*, No. 16-32395 (KLP) (Bankr. E.D. Va. June 9, 2016) (same); *In re Alpha Nat. Res., Inc.*, No. 15-33896 (KRH) (Bankr. E.D. Va. Oct. 8, 2015) (same).²⁰

IV. The Requested Waivers Are Appropriate.

A. Cause Exists to Waive the U.S. Trustee Guidelines Regarding Authorized Depositories on an Interim and Final Basis.

²⁰ Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Motion. Copies of these orders are available upon request to the Debtors' proposed counsel.

56. The Debtors seek a waiver of the deposit and investment requirements set forth in section 345 of the Bankruptcy Code. Section 345(a) of the Bankruptcy Code authorizes deposit or investment of money of estates, such as cash, as “will yield the maximum reasonable net return on such money, taking into account the safety of such deposit or investment.” For deposits that are not “insured or guaranteed by the United States or by a department, agency or instrumentality of the United States or backed by the full faith and credit of the United States,” section 345(b) of the Bankruptcy Code provides that the estate must require from the entity with which the money is deposited or invested a bond in favor of the United States secured by the undertaking of a corporate security, “unless the court for cause orders otherwise.” Additionally, under the U.S. Trustee Guidelines, debtors in possession must, among other things, close prepetition bank accounts and open new “debtor in possession” operating, payroll, and tax accounts at one or more Authorized Depositories.

57. Courts may waive compliance with the Bankruptcy Code section 345 and the U.S. Trustee Guidelines for “cause.” In evaluating whether “cause” exists, courts have considered a number of factors such as:

- i. the sophistication of the debtor’s business;
- ii. the size of the debtor’s business operations;
- iii. the amount of the investments involved;
- iv. the bank ratings (Moody’s and Standard & Poor) of the financial institutions where the debtor in possession funds are held;
- v. the complexity of the case;
- vi. the safeguards in place within the debtor’s own business for ensuring the safety of the funds;
- vii. the debtor’s ability to reorganize in the face of a failure of one or more of the financial institutions;
- viii. the benefit to the debtor;
- ix. the harm, if any, to the debtor;
- x. the harm, if any, to the estate; and
- xi. the reasonableness of the debtor’s request for relief from section 345(b) requirements in light of the overall circumstances of the case.

See In re Serv. Merch. Co., Inc., 240 B.R. 894, 896 (Bankr. M.D. Tenn. 1999).

58. The Debtors respectfully submit that each of the Investment Accounts are held at Cash Management Banks that are well-capitalized and financially-stable institutions.

59. Because the Bank Accounts are vital to the Cash Management System, requiring the Debtors to transfer funds to other banks would be unduly burdensome to the Debtors' operations.

60. In addition, the vast majority of the Bank Accounts comply with section 345(b) of the Bankruptcy Code because such Bank Accounts are held by Cash Management Banks that are Authorized Depositories. Of the Debtors' 729 Bank Accounts, 558 are held by Cash Management Banks that are Authorized Depositories. Of the remaining 171 Bank Accounts held by Cash Management Banks that are not Authorized Depositories, all are held by Cash Management Banks that are FDIC or CDIC insured. As discussed earlier, 147 of the Bank Accounts held at Cash Management Banks that are not Authorized Depositories are Store Accounts. The Store Accounts only collect deposits and transfer funds to the Store Concentration Account. The Cash Management Banks at which such Store Accounts are maintained are, in many cases, the only banks located near these stores, and if the Debtors are not permitted to maintain these accounts, store staff may be required to travel extensive distances with cash in order to make their required daily deposits, creating additional operational, administrative, and safety burdens to the detriment of the Debtors' business and their estates.

61. In other large chapter 11 cases, courts in this district have routinely granted this type of relief. *See, e.g., In re Gemstone Solutions Group, Inc.*, No. 19-30258 (KLP) (Bankr. E.D. Va. Feb. 19, 2019) (authorizing the Debtor to continue to use the Bank Accounts in existence as of the Petition Date without the need to comply with certain guidelines relating to bank accounts set forth in the U.S. Trustee Operating Guidelines); *In re The Gymboree Corp.*, No.

17-32986 (KLP) (Bankr. E.D. Va. July 13, 2017) (same); *In re Penn Va. Corp.*, No. 16- 32395 (KLP), (Bankr. E.D. Va. June 9, 2016) (same); *In re Alpha Natural Res., Inc.*, No. 15-33896 (KRH), (Bankr. E.D. V. Oct. 8, 2015) (same).²¹

B. The Court Should Authorize the Debtors to Continue Using the Business Forms.

62. To avoid disruption of the Cash Management System and unnecessary expense, the Debtors request that they be authorized to continue to use the Business Forms substantially in the forms existing immediately prior to the Petition Date, without reference to their status as debtors in possession. The Debtors submit that parties in interest will not be prejudiced by this relief. Parties doing business with the Debtors undoubtedly will be aware of their status as debtors in possession, and therefore changing business forms is unnecessary and would be unduly burdensome. If the Debtors exhaust their existing supply of checks during these chapter 11 cases, the Debtors will print or order checks with the designation “Debtor in Possession” and the corresponding bankruptcy number.

63. In other large chapter 11 cases, courts in this district have allowed debtors to use their prepetition business forms without the “debtor in possession” label. *See, e.g., In re Gemstone Solutions Group, Inc.*, No. 19-30258 (KLP) (Bankr. E.D. Va. Feb. 19, 2019) (authorizing debtors to continue to maintain existing business forms provided that only those debtors that incurred such obligations, or a debtor that in the ordinary course of business pays such obligations for other debtor entities, shall be authorized to make such payments); *In re Toys “R” Us, Inc.*, No. 17-34665 (KLP) (Bankr. E.D. Va. Oct. 24, 2017) (same); *In re The Gymboree Corp.*, No. 17-32986 (KLP) (Bankr. E.D. Va. July 13, 2017) (authorizing debtors to continue to maintain

²¹ Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Motion. Copies of these orders are available upon request to the Debtors’ proposed counsel.

existing business forms); *In re Penn Va. Corp.*, No. 16-32395 (KLP) (Bankr. E.D. Va. June 9, 2016) (authorizing debtors' continued use of preprinted check stock without a "Debtor in Possession" marking until the supply is exhausted); *In re Patriot Coal Corp.*, No. 15-32450 (KLP) (Bankr. E.D. Va. May 13, 2015) (same).²²

V. The Court Should Authorize the Debtors to Continue Conducting Intercompany Transactions in the Ordinary Course and Grant Administrative Priority Status to Postpetition Intercompany Claims Among the Debtors.

64. The Debtors' funds move through the Cash Management System as described herein. At any given time, there may be Intercompany Claims owed by one Debtor or non-Debtor entity to another Debtor or non-Debtor entity. Intercompany Transactions are made between and among Debtor and non-Debtor affiliates in the ordinary course as part of the Cash Management System and on account of the Services Agreements, Management Agreements, and Licensing Agreement.²³ The Debtors track all fund transfers in their accounting system and can ascertain, trace, and account for all Intercompany Transactions previously described. The Debtors, moreover, will continue to maintain records of such Intercompany Transactions. If the Intercompany Transactions were to be discontinued, the Cash Management System and related administrative controls would be disrupted to the Debtors' and their estates' detriment. Accordingly, the Debtors respectfully submit that the continued performance of the Intercompany

²² Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Motion. Copies of these orders are available upon request to the Debtors' proposed counsel.

²³ Because the Debtors engage in Intercompany Transactions on a regular basis and such transactions are common among enterprises like the Debtors, the Debtors submit the Intercompany Transactions are ordinary course transactions within the meaning of section 363(c)(1) of the Bankruptcy Code and thus do not require this Court's approval. Nonetheless, out of an abundance of caution, the Debtors are seeking express authority to engage in such transactions on a postpetition basis. Moreover, the continued performance of the ordinary course Intercompany Transactions is necessary to ensure the Debtors' ability to operate their business as debtors in possession.

Transactions is in the best interest of the Debtors' estates and their creditors and, therefore, the Debtors should be permitted to continue such performance.

65. Since certain of these transactions represent extensions of intercompany credit made in the ordinary course of business that are an essential component of the Cash Management System, the Debtors respectfully request the authority to continue conducting the Intercompany Transactions in the ordinary course of business without need for further Court order and request that pursuant to section 503(b)(1) and 364(b) of the Bankruptcy Code, all postpetition payments between or among a Debtor and another Debtor or non-Debtor affiliate on account of an Intercompany Transaction be accorded administrative expense status. This relief will ensure that each entity receiving payments from a Debtor will continue to bear ultimate repayment responsibility for such ordinary course transactions, thereby reducing the risk that these transactions would jeopardize the recoveries available to each Debtor's respective creditors.

66. Similar relief has been granted in other comparable multi-debtor chapter 11 cases in this district and others. *See, e.g., In re Gemstone Solutions Group, Inc.*, No. 19-30258 (KLP) (Bankr. E.D. Va. Feb. 19, 2019) (authorizing debtors to continue intercompany transactions); *In re Toys "R" Us, Inc.*, No. 17-34665 (KLP) (Bankr. E.D. Va. Oct. 24, 2017) (same); *In re The Gymboree Corp.*, No. 17-32986 (KLP) (Bankr. E.D. Va. July 13, 2017) (same); *In re James River Coal Co.*, No. 14-31848 (KRH) (Bankr. E.D. Va. April 10, 2014) (same); *In re AMF Bowling Worldwide, Inc.*, No. 12-36495 (KRH) (Bankr. E.D. Va. Nov. 13, 2012) (same).²⁴

²⁴ Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Motion. Copies of these orders are available upon request to the Debtors' proposed counsel.

The Requirements of Bankruptcy Rule 6003 Are Satisfied

67. Bankruptcy Rule 6003 empowers a court to grant relief within the first 21 days after the Petition Date “to the extent that relief is necessary to avoid immediate and irreparable harm.” For the reasons discussed above, authorizing the Debtors to continue to operate their Cash Management System as well as granting the other relief requested herein is integral to the Debtors’ ability to transition their operations into these chapter 11 cases. Failure to receive such authorization and other relief during the first 21 days of these chapter 11 cases would severely disrupt the Debtors’ operations at this critical juncture. For the reasons discussed herein, the relief requested is necessary in order for the Debtors to operate their business in the ordinary course and maximize the value of their estates for the benefit of all stakeholders. Accordingly, the Debtors submit that they have satisfied the “immediate and irreparable harm” standard of Bankruptcy Rule 6003 to support granting the relief requested herein.

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

68. To implement the foregoing successfully, the Debtors seek a waiver of the notice requirements under Bankruptcy Rule 6004(a) and the 14-day stay of an order authorizing the use, sale, or lease of property under Bankruptcy Rule 6004(h).

Waiver of Memorandum of Points and Authorities

69. The Debtors respectfully request that this Court treat this Motion as a written memorandum of points and authorities or waive any requirement that this Motion be accompanied by a written memorandum of points and authorities as described in Local Bankruptcy Rule 9013-1(G).

Reservation of Rights

70. Nothing contained herein is intended or shall be construed as: (a) an admission as to the amount of, basis for, or validity of any claim against the Debtors under the Bankruptcy Code,

any foreign bankruptcy or insolvency law, 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 particular claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Motion; (e) a request or authorization to assume, adopt, or reject any prepetition 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; or (g) a waiver of any claims or causes of action which may exist against any entity under the Bankruptcy Code or any other applicable law. 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' rights to subsequently dispute such claim.

Notice

71. The Debtors will provide notice of this Motion via first class mail, facsimile or email (where available) to: (a) the United States Trustee for the Eastern District of Virginia, Attn: Kenneth N. Whitehurst III and Shannon F. Pecoraro; (b) the holders of the 30 largest unsecured claims against the Debtors (on a consolidated basis); (c) the agents under the Debtors' prepetition secured facilities and counsel thereto; (d) the DIP Agents and their respective counsel thereto; (e) the indenture trustee to the Debtors' industrial revenue bonds; (f) counsel to the ad hoc group of term loan lenders; (g) the lenders under certain Company-owned life insurance policies; (h) the Debtors' Canadian counsel; (i) the United States Attorney's Office for the Eastern District of Virginia; (j) the Internal Revenue Service; (k) the office of the attorneys general for the states in which the Debtors operate; (l) the Securities and Exchange Commission; and (m) any party that has requested notice pursuant to Bankruptcy Rule 2002 (collectively, the "Notice Parties"). The

Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

No Prior Request

72. No prior request for the relief sought in this Motion has been made to this or any other court.

WHEREFORE, the Debtors respectfully request that the Court enter the Interim Order and the Final Order granting the relief requested herein and such other relief as the Court deems appropriate under the circumstances.

Richmond, Virginia
Dated: February 17, 2020

/s/ Jeremy S. Williams

KUTAK ROCK LLP

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*Proposed Co-Counsel to the Debtors
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Exhibit A

Proposed Interim Order

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Proposed Co-Counsel to the Debtors and Debtors in Possession

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION**

)	
In re:	)	Chapter 11
)	
PIER 1 IMPORTS, INC., <i>et al.</i> , ¹	)	Case No. 20-30805 (KRH)
)	
Debtors.	)	(Joint Administration Requested)
)	

**INTERIM ORDER (I) AUTHORIZING THE DEBTORS
TO (A) CONTINUE TO OPERATE THEIR CASH MANAGEMENT
SYSTEM, (B) HONOR CERTAIN PREPETITION OBLIGATIONS RELATED
THERE TO, (C) MAINTAIN EXISTING BUSINESS FORMS, AND (D) PERFORM
INTERCOMPANY TRANSACTIONS, AND (II) GRANTING RELATED RELIEF**

Upon the motion (the "Motion")² of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an order (this "Interim Order"): (a) authorizing the

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are set forth in the *Debtors' Motion for Entry of an Order (I) Directing Joint Administration of Chapter 11 Cases and (II) Granting Related Relief* filed contemporaneously herewith. The location of the Debtors' service address is 100 Pier 1 Place, Fort Worth, Texas 76102.

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

Debtors to (i) continue to operate their Cash Management System, (ii) pay any prepetition or postpetition amounts outstanding on account of the Bank Fees, (iii) maintain existing Business Forms in the ordinary course of business, and (iv) continue to perform the Intercompany Transactions consistent with historical practice; 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. §§ 157 and 1334 and the *Standing Order of Reference from the United States District Court for the Eastern District of Virginia*, dated August 15, 1984; and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; 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 1409; 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' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and that 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 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 Motion is granted on an interim basis as set forth herein.
2. The final hearing (the "Final Hearing") on the Motion shall be held on _____, 2020, at ___:___ .m., prevailing Eastern Time. Any objections or responses to entry of a final order on the Motion shall be filed on or before 4:00 p.m., prevailing Eastern Time on _____, 2020,

and served on the Notice Parties. In the event no objections to entry of a final order on the Motion are timely received, this Court may enter such final order without need for the Final Hearing.

3. The Debtors are authorized to continue operating the Cash Management System, honor their prepetition obligations related thereto, including, but not limited to, all obligations related to the Petty Cash System, and maintain existing Business Forms.

4. Notwithstanding anything to the contrary in this Interim Order, any payment made or action taken by any of the Debtors pursuant to the authority granted in this Interim Order must be in compliance with, and shall be subject to: (i) any interim or final order approving the Debtors' use of cash collateral and/or any postpetition financing facility (in either case, the "DIP Order"), (ii) the documentation in respect of any such postpetition financing facility and/or use of cash collateral (the "DIP Documents"), and (iii) the budget governing any such postpetition financing and/or use of cash collateral (the "DIP Budget").

5. To the extent there is any inconsistency between the terms of the DIP Order and this Interim Order, the terms of the DIP Order shall control.

6. The Debtors are authorized to: (I) subject to the DIP Order, the DIP Documents, the DIP Budget, the DIP Claims (as defined in the DIP Credit Agreement), and subject to paragraph 5 above: (a) continue to use, with the same account numbers, the Bank Accounts in existence as of the Petition Date without the need to comply with certain guidelines relating to bank accounts set forth in the U.S. Trustee Operating Guidelines; (b) treat the Bank Accounts for all purposes as accounts of the Debtors as debtors in possession; (c) deposit funds in and withdraw funds from the Bank Accounts by all usual means, including checks, wire transfers, and other debits; and (e) to continue using the Petty Cash System; and (II) pay the Bank Fees, including any prepetition amounts, and any ordinary course Bank Fees incurred in connection with the Bank Accounts, and

to otherwise perform their obligations under the documents governing the Bank Accounts. The Debtors are authorized to pay and/or reimburse the Cash Management Banks in the ordinary course of business for any prepetition or postpetition fees, costs, charges and expenses, including Bank Fees, or chargebacks payable to the Cash Management Banks, and any amounts which are not so paid shall be entitled to priority as administrative expenses pursuant to section 503(b)(1) of the Bankruptcy Code.

7. The Debtors are authorized, but not directed, to continue using, in their present form, the Business Forms, as well as checks and other documents related to the Bank Accounts existing immediately before the Petition Date, *provided, however*, that once the Debtors have exhausted their existing stock of Business Forms and checks, they shall ensure that any new Business Forms and checks are clearly labeled “Debtor in Possession,” *provided, further*, that with respect to any Business Forms and checks that are generated electronically, the Debtors shall ensure that such electronic Business Forms and checks are clearly labeled “Debtor in Possession.”

8. Notwithstanding anything to the contrary in this Interim Order and subject to the recognition of these proceedings by the Ontario Superior Court of Justice (Commercial List) (the “Canadian Court”) pursuant to the Companies’ Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended (the “CCAA,”) and the proceedings commenced under the CCAA (the “CCAA Proceedings”), the Debtors are hereby authorized, as required in the Debtors’ business judgment in consultation with the information officer appointed in the CCAA Proceedings (the “Information Officer”), to retain account balances in the Debtors’ Canadian bank accounts until the conclusion of the CCAA Proceeding, which account balances, in aggregate, shall be no less than the amount required to satisfy the obligations secured by the charges granted on the Debtors’ property in Canada by the Canadian Court in favor of (i) the Information Officer and its counsel, and Canadian counsel to the Debtors, and (ii) the Debtors’ directors and officers.

9. To the extent any Bank Accounts existing as of the Petition Date are not in compliance with section 345(b) of the Bankruptcy Code, the Debtors shall have forty-five days from the date of this Interim Order (or such additional time to which the U.S. Trustee may agree) to either bring such Bank Accounts into compliance with section 345(b) of the Bankruptcy Code or to make such other arrangements as are agreed to by the U.S. Trustee or approved by the Court; *provided* that nothing in the foregoing shall prevent the Debtors from seeking further relief from the Court to the extent such an arrangement cannot be reached within that time period (or such other period as agreed to by the Debtors and the U.S. Trustee).

10. The Cash Management Banks are authorized, but not obligated, to continue to maintain, service, and administer the Bank Accounts as accounts of the Debtors as debtors in possession, without interruption and in the ordinary course, and to receive, process, honor, and pay, to the extent of available funds, any and all checks, drafts, wires, credit card payments, and ACH transfers issued and drawn on the Bank Accounts after the Petition Date by the holders or makers thereof, as the case may be. Those certain existing deposit agreements between the Debtors and the Cash Management Banks shall continue to govern the postpetition cash management relationship between the Debtors and the Cash Management Banks, and all of the provisions of such agreements, including, without limitation, the termination and fee provisions, and any provisions relating to offset or charge back rights with respect to return items, shall remain in full force and effect.

11. Immediately upon entry of this Interim Order, each of the Cash Management Banks at which Bank Accounts that are subject to automatic transfers or “sweeps” as part of the Cash Management System are maintained is authorized, but not obligated, without further order of this

Court, to recommence such transfers or sweeps without regard to whether the funds swept and/or transferred include funds deposited prior to the Petition Date.

12. The Debtors and the Cash Management Banks may, without further order of this Court, agree to and implement changes to the Cash Management System and procedures related thereto in the ordinary course of business, including, without limitation, the opening of any new bank accounts and the closing of any existing bank accounts, so long as (a) any such new account is with a bank that is (i) insured with the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation, (ii) insured with the Canada Deposit Insurance Corporation, or (iii) designated as an authorized depository by the U.S. Trustee pursuant to the U.S. Trustee Guidelines, (b) the Debtors provide notice to the U.S. Trustee and counsel to the Prepetition Agents and the DIP Agents of the opening or closing of any such account or any changes in Cash Management Systems (and, with respect to the opening of any such Bank Accounts, the Debtors obtain the prior written consent of the DIP Agents), and (c) any such changes to the Cash Management System and procedures related thereto are not prohibited by the terms of the DIP Order and the DIP Documents. Subject to the terms hereof, the Debtors are authorized, in the ordinary course of business, to enter into any ancillary agreements, including new deposit account control agreements, related to the foregoing, as they may deem necessary and appropriate.

13. The relief granted in this Interim Order is extended to any new bank account opened by the Debtors in the ordinary course of business after the date hereof, which account shall be deemed a Bank Account, and to the bank at which such account is opened, which bank shall be deemed a Cash Management Bank.

14. All banks maintaining any of the Bank Accounts that are provided with notice of this Interim Order shall not honor or pay any bank payments drawn on the listed Bank Accounts or otherwise issued before the Petition Date for which the Debtors specifically issue stop payment orders in accordance with the documents governing such Bank Accounts.

15. Each of the Debtors' Cash Management Banks is authorized, but not obligated, to debit the Debtors' accounts in the ordinary course of business without the need for further order of this Court for all checks or other items deposited in one of the Debtors' Bank Accounts with such Cash Management Banks prior to the Petition Date which have been dishonored or returned unpaid for any reason, together with any fees and costs in connection therewith, to the same extent the Debtors were responsible for such items prior to the Petition Date. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized, but not obligated, 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, but not obligated, to rely on the Debtors' representations with respect to whether any check or other payment order drawn or issued by the Debtor prior to the Petition Date should be honored and on the Debtor's designation of any particular check or electronic payment request as approved by this Interim Order without any duty of further inquiry and without liability for following the Debtors' instructions or relying on such representations. For the avoidance of doubt, any instruments issued by one or more of the Debtors prior to the Petition Date shall be deemed paid prior to the Petition Date even if not debited from the Bank Account(s) of such Debtor(s) until after the Petition Date.

16. The Cash Management Banks are authorized, but not obligated, to debit the Debtors' Bank Accounts in the ordinary course of business and without further order of the Court

on account of (i) all checks drawn on the Debtors' Bank Accounts that were cashed at the Cash Management Banks' counters or exchanged for cashier's or official checks by the payees thereof prior to the Petition Date and (ii) all undisputed prepetition amounts outstanding as of the date hereof, if any, owed to any Cash Management Bank as service charges for the maintenance of the Cash Management system.

17. The Debtors are authorized, without further order of this Court, to pay all applicable fees and expenses associated with the nature of the deposit and cash management services rendered to the Debtors, whether arising prepetition or postpetition from the applicable Bank Accounts, and further, to charge back to the appropriate accounts of the Debtors any amounts resulting from returned checks or other returned items, including returned items that result from ACH transactions, wire transfers, or other electronic transfers of any kind, regardless of whether such returned items were deposited or transferred prepetition or postpetition and regardless of whether the returned items relate to prepetition or postpetition items or transfers.

18. Notwithstanding any other provision of this Interim Order, any bank, including the Cash Management Banks, may rely upon the representations of the Debtors with respect to whether any check, draft, wire, or other transfer drawn or issued by the Debtors prior to the Petition Date should be honored pursuant to any order of this Court, and no bank that honors a prepetition check or other item drawn on any account that is the subject of this Interim Order: (a) at the direction of the Debtors; (b) in a good-faith belief that this Court has authorized such prepetition check or item to be honored; or (c) as a result of a mistake made despite implementation of customary handling procedures, shall not be deemed to be, nor shall be, liable to the Debtors, their estates, or any other party on account of such prepetition check or other item being honored postpetition, or otherwise deemed to be in violation of this Interim Order. The Debtors' Cash Management Banks shall not

have any liability to any party for relying on such directions of the Debtors. Further, the Cash Management Bank may rely, without a duty of inquiry, upon the failure of the Debtors to issue a stop payment order with respect to any item, whether such item is issued prepetition or postpetition, as a direction by the Debtors that such item will be paid.

19. Any banks, including the Cash Management Banks, are further authorized, but not obligated, to honor the Debtors' directions with respect to the opening and closing of any Bank Account and accept and hold, or invest, the Debtors' funds in accordance with the Debtors' instructions and the Debtors' Cash Management Banks shall not have any liability to any party for relying on such directions.

20. The Debtors are authorized, but not directed, to continue performing under and honoring their respective obligations, commitments, and transactions related to Intercompany Transactions and Intercompany Claims in the ordinary course of business, consistent with historical practice; *provided* that, for the avoidance of doubt, the Debtors shall not be authorized to undertake any Intercompany Transactions or incur any Intercompany Claims that are (a) not on the same terms as, or materially consistent with, the Debtor's operation of their business in the ordinary course during the prepetition period or (b) prohibited or restricted by the terms of the DIP Order or DIP Documents.

21. All postpetition Intercompany Transaction payments from a Debtor, other than payments for goods or services in the ordinary course, that are authorized pursuant to this Order are hereby accorded administrative expense status under section 503(b) of the Bankruptcy Code.

22. In connection with the Intercompany Transactions, the Debtors shall continue to maintain current records with respect to all transfers of cash so that all Intercompany Transactions may be readily ascertained, traced, and properly recorded on intercompany accounts and shall

make such records available to the (a) U.S. Trustee and (b) counsel to the Prepetition Agents and the DIP Agents (as defined in the DIP Credit Agreement).

23. To the extent any other order is entered by the Court authorizing and/or directing the Cash Management Banks to honor checks, drafts, ACH transfers, or other electronic funds transfers or any other withdrawals made, drawn, or issued in payment of prepetition claims, the obligations to honor such items shall be subject to this Interim Order.

24. Nothing contained in the Motion or this Interim Order shall be construed to (a) create or perfect, in favor of any person or entity, any interest in cash of a Debtor that did not exist as of the Petition Date or (b) alter or impair the validity, priority, enforceability, or perfection of any security interest or lien, in favor of any person or entity, that existed as of the Petition Date.

25. The Debtors are authorized to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer 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.

26. Notwithstanding the relief granted in this Interim Order, any payment made by the Debtors pursuant to the authority granted herein shall be subject to any order authorizing use of cash collateral.

27. Notwithstanding the relief granted in this Interim Order and any actions taken pursuant to such relief, nothing in this Interim Order shall be deemed: (a) an admission as to the amount of, basis for, or validity of any claim against the Debtors under the Bankruptcy Code, any foreign bankruptcy or insolvency law, 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 Interim Order or the Motion; (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 to the validity, priority, enforceability, or perfection of any lien on, security interest in, or encumbrance on property of the Debtors' estates; or (g) a waiver of any claims or causes of action which may exist against any entity under the Bankruptcy Code or any other applicable law. Any payment made pursuant to this Interim Order is not intended and should not be construed as an admission as the validity of any particular claim or a waiver of the Debtors' rights to subsequently dispute such claim.

28. The requirement under Local Bankruptcy Rule 9013-1(G) to file a memorandum of law in connection with the Motion is waived.

29. 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) and the Local Bankruptcy Rules are satisfied by such notice.

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

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

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

Dated: _____
Richmond, Virginia

United States Bankruptcy Judge

WE ASK FOR THIS:

/s/ Jeremy S. Williams

Michael A. Condyles (VA 27807)

Peter J. Barrett (VA 46179)

Jeremy S. Williams (VA 77469)

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Proposed Co-Counsel to the Debtors and Debtors in Possession

CERTIFICATION OF ENDORSEMENT
UNDER LOCAL BANKRUPTCY RULE 9022-1(C)

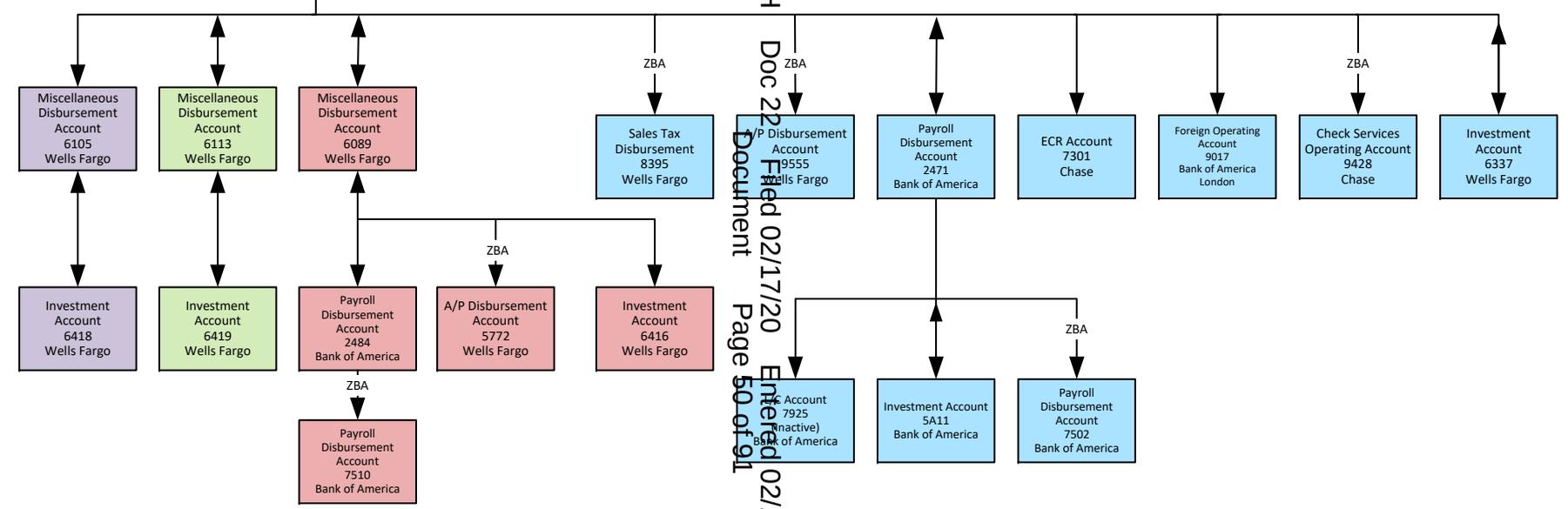
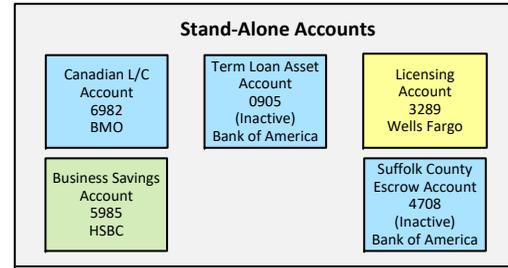
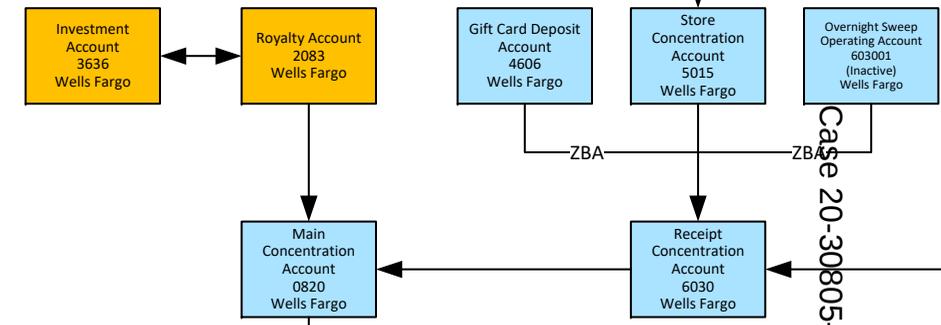
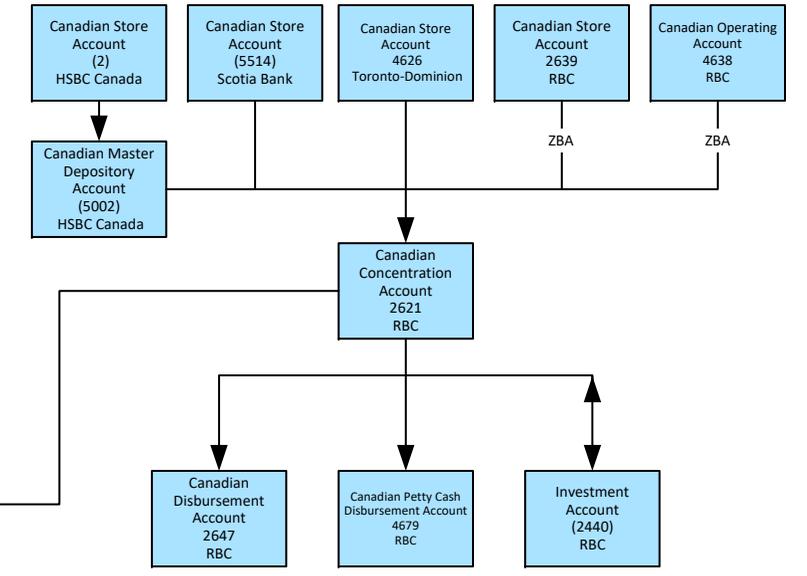
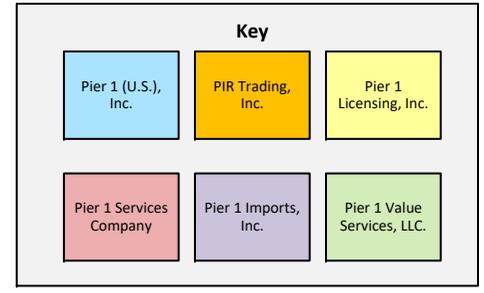
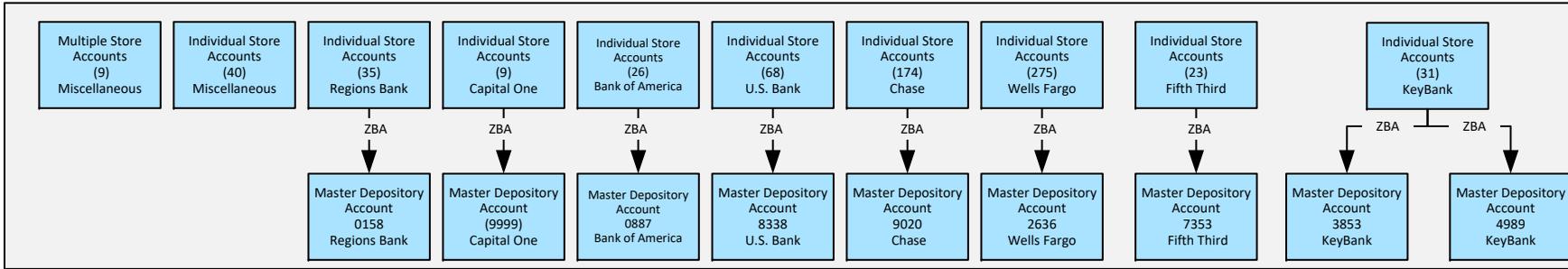
Pursuant to Local Bankruptcy Rule 9022-1(C), I hereby certify that the foregoing proposed order has been endorsed by or served upon all necessary parties.

/s/ Jeremy S. Williams

Exhibit 1

Cash Management System Schematic

Pier 1 Cash Management System



Case 20-30805-KRH Doc 22 Filed 02/17/20 Entered 02/17/20 10:50:11 Document Page 50 of 91

Exhibit 2

Bank Accounts

Exhibit 2
Bank Accounts

Entity	Bank Name	Store/Corporate	Account Number (Ending)	Account type	Estimated Balance
Pier 1 Imports (U.S.), Inc.	BancFirst	Store	2894	Store Account	
Pier 1 Imports (U.S.), Inc.	Bank of America (US)	Store	0887	Master Account	201,844
Pier 1 Imports (U.S.), Inc.	Bank of America (US)	Store	4655	Store Account	0
Pier 1 Imports (U.S.), Inc.	Bank of America (US)	Store	0284	Store Account	0
Pier 1 Imports (U.S.), Inc.	Bank of America (US)	Store	7356	Store Account	0
Pier 1 Imports (U.S.), Inc.	Bank of America (US)	Store	9366	Store Account	0
Pier 1 Imports (U.S.), Inc.	Bank of America (US)	Store	3080	Store Account	0
Pier 1 Imports (U.S.), Inc.	Bank of America (US)	Store	0323	Store Account	0
Pier 1 Imports (U.S.), Inc.	Bank of America (US)	Store	9227	Store Account	0
Pier 1 Imports (U.S.), Inc.	Bank of America (US)	Store	0528	Store Account	0
Pier 1 Imports (U.S.), Inc.	Bank of America (US)	Store	8456	Store Account	0
Pier 1 Imports (U.S.), Inc.	Bank of America (US)	Store	3284	Store Account	0
Pier 1 Imports (U.S.), Inc.	Bank of America (US)	Store	5458	Store Account	0
Pier 1 Imports (U.S.), Inc.	Bank of America (US)	Store	9227	Store Account	0
Pier 1 Imports (U.S.), Inc.	Bank of America (US)	Store	1884	Store Account	0
Pier 1 Imports (U.S.), Inc.	Bank of America (US)	Store	3420	Store Account	0
Pier 1 Imports (U.S.), Inc.	Bank of America (US)	Store	3462	Store Account	0
Pier 1 Imports (U.S.), Inc.	Bank of America (US)	Store	5102	Store Account	0
Pier 1 Imports (U.S.), Inc.	Bank of America (US)	Store	6367	Store Account	0
Pier 1 Imports (U.S.), Inc.	Bank of America (US)	Store	1967	Store Account	0
Pier 1 Imports (U.S.), Inc.	Bank of America (US)	Store	0810	Store Account	0
Pier 1 Imports (U.S.), Inc.	Bank of America (US)	Store	3792	Store Account	0
Pier 1 Imports (U.S.), Inc.	Bank of America (US)	Store	3828	Store Account	0
Pier 1 Imports (U.S.), Inc.	Bank of America (US)	Store	0959	Store Account	0
Pier 1 Imports (U.S.), Inc.	Bank of America (US)	Store	3457	Store Account	0
Pier 1 Imports (U.S.), Inc.	Bank of America (US)	Store	7123	Store Account	0
Pier 1 Imports (U.S.), Inc.	Bank of America (US)	Store	8939	Store Account	0
Pier 1 Imports (U.S.), Inc.	Bank of America (US)	Store	5830	Store Account	0
Pier 1 Imports (U.S.), Inc.	Bank of Hawaii	Store	2388	Store Account	1,130
Pier 1 Imports (U.S.), Inc.	Camden National Bank	Store	4103	Store Account	
Pier 1 Imports (U.S.), Inc.	Capital One (US)	Store	9999	Master Account	30,070
Pier 1 Imports (U.S.), Inc.	Capital One (US)	Store	0120	Store Account	0
Pier 1 Imports (U.S.), Inc.	Capital One (US)	Store	0375	Store Account	0
Pier 1 Imports (U.S.), Inc.	Capital One (US)	Store	0456	Store Account	0
Pier 1 Imports (U.S.), Inc.	Capital One (US)	Store	1274	Store Account	0
Pier 1 Imports (U.S.), Inc.	Capital One (US)	Store	1391	Store Account	0
Pier 1 Imports (U.S.), Inc.	Capital One (US)	Store	1427	Store Account	0
Pier 1 Imports (U.S.), Inc.	Capital One (US)	Store	1466	Store Account	0
Pier 1 Imports (U.S.), Inc.	Capital One (US)	Store	1521	Store Account	0
Pier 1 Imports (U.S.), Inc.	Capital One (US)	Store	1638	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	9020	Master Account	478,774
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	7352	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	0050	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	9956	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	2760	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	7253	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	7505	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	1355	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	7337	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	1320	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	2406	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	2778	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	1304	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	2836	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	3031	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	6297	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	3016	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	7375	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	8340	Store Account	0

Exhibit 2

Bank Accounts

Entity	Bank Name	Store/Corporate	Account Number (Ending)	Account type	Estimated Balance
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	1910	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	1902	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	9783	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	8357	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	2169	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	8365	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	3962	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	0875	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	0906	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	5967	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	7813	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	6271	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	7391	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	0826	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	1878	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	0370	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	3956	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	5983	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	3380	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	0512	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	4901	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	0347	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	8870	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	0083	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	0361	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	8282	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	8367	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	3537	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	9039	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	6007	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	0753	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	6658	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	8888	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	8484	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	3312	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	6419	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	9783	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	8381	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	8399	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	0595	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	6359	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	0603	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	9750	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	6595	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	1886	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	8423	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	6820	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	8528	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	9667	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	6580	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	6181	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	0758	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	0629	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	2058	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	1852	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	7363	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	0859	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	9761	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	0733	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	8449	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	1852	Store Account	0

Exhibit 2

Bank Accounts

Entity	Bank Name	Store/Corporate	Account Number (Ending)	Account type	Estimated Balance
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	8456	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	3345	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	7107	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	6031	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	0176	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	2802	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	0652	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	7310	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	8563	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	1837	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	9893	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	3562	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	1928	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	3144	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	8613	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	4965	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	7680	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	9999	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	2185	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	2177	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	0686	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	6226	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	0790	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	3334	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	9175	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	0702	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	1936	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	8339	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	7360	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	8598	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	3550	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	6515	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	7578	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	1008	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	5533	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	2235	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	2554	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	9508	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	5343	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	6122	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	2909	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	7821	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	9840	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	5096	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	8408	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	9739	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	3977	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	8855	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	6039	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	8416	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	7628	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	7602	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	5900	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	1808	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	5702	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	5728	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	8277	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	1758	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	5163	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	3852	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	1511	Store Account	0

Exhibit 2

Bank Accounts

Entity	Bank Name	Store/Corporate	Account Number (Ending)	Account type	Estimated Balance
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	3435	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	8195	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	9163	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	2472	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	1025	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	9642	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	0637	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	8362	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	7517	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	9934	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	1969	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	9638	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	8504	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	6520	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	1278	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	1146	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	1153	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	0766	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	6583	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	6283	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	5528	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	3906	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	7586	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	0379	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	8589	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	6238	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	6215	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	7338	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	9893	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	1655	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	2250	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	5733	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	5397	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	1891	Store Account	0
Pier 1 Imports (U.S.), Inc.	Citizens Bank	Store	2534	Store Account	18,430
Pier 1 Imports (U.S.), Inc.	Citizens Bank	Store	4835	Store Account	5,649
Pier 1 Imports (U.S.), Inc.	Citizens Bank	Store	5238	Store Account	2,627
Pier 1 Imports (U.S.), Inc.	Citizens Bank	Store	4878	Store Account	6,603
Pier 1 Imports (U.S.), Inc.	Citizens Bank	Store	2802	Store Account	6,884
Pier 1 Imports (U.S.), Inc.	Citizens Bank	Store	4983	Store Account	8,411
Pier 1 Imports (U.S.), Inc.	Citizens Bank	Store	5319	Store Account	3,937
Pier 1 Imports (U.S.), Inc.	Citizens Bank	Store	3593	Store Account	3,019
Pier 1 Imports (U.S.), Inc.	Citizens Bank	Store	4916	Store Account	6,710
Pier 1 Imports (U.S.), Inc.	Citizens Bank	Store	3584	Store Account	8,515
Pier 1 Imports (U.S.), Inc.	Comerica Bank (MI)	Store	3799	Store Account	8,784
Pier 1 Imports (U.S.), Inc.	Commerce Bank	Store	6707	Store Account	
Pier 1 Imports (U.S.), Inc.	Commerce Bank	Store	0594	Store Account	
Pier 1 Imports (U.S.), Inc.	Commerce Bank	Store	2837	Store Account	
Pier 1 Imports (U.S.), Inc.	Commerce Bank	Store	7575	Store Account	
Pier 1 Imports (U.S.), Inc.	Commerce Bank	Store	6705	Store Account	
Pier 1 Imports (U.S.), Inc.	Compass Bank	Store	8681	Store Account	28,382
Pier 1 Imports (U.S.), Inc.	Fifth Third Bank (OH)	Store	7353	Master Account	25,382
Pier 1 Imports (U.S.), Inc.	Fifth Third Bank (OH)	Store	7480	Store Account	0
Pier 1 Imports (U.S.), Inc.	Fifth Third Bank (OH)	Store	7616	Store Account	0
Pier 1 Imports (U.S.), Inc.	Fifth Third Bank (OH)	Store	4355	Store Account	0
Pier 1 Imports (U.S.), Inc.	Fifth Third Bank (OH)	Store	3691	Store Account	0
Pier 1 Imports (U.S.), Inc.	Fifth Third Bank (OH)	Store	0667	Store Account	0
Pier 1 Imports (U.S.), Inc.	Fifth Third Bank (OH)	Store	2821	Store Account	0
Pier 1 Imports (U.S.), Inc.	Fifth Third Bank (OH)	Store	7148	Store Account	0
Pier 1 Imports (U.S.), Inc.	Fifth Third Bank (OH)	Store	3699	Store Account	0
Pier 1 Imports (U.S.), Inc.	Fifth Third Bank (OH)	Store	3798	Store Account	0

Exhibit 2
Bank Accounts

Entity	Bank Name	Store/Corporate	Account Number (Ending)	Account type	Estimated Balance
Pier 1 Imports (U.S.), Inc.	Fifth Third Bank (OH)	Store	5923	Store Account	0
Pier 1 Imports (U.S.), Inc.	Fifth Third Bank (OH)	Store	3681	Store Account	0
Pier 1 Imports (U.S.), Inc.	Fifth Third Bank (OH)	Store	8414	Store Account	0
Pier 1 Imports (U.S.), Inc.	Fifth Third Bank (OH)	Store	3107	Store Account	0
Pier 1 Imports (U.S.), Inc.	Fifth Third Bank (OH)	Store	2169	Store Account	0
Pier 1 Imports (U.S.), Inc.	Fifth Third Bank (OH)	Store	4913	Store Account	0
Pier 1 Imports (U.S.), Inc.	Fifth Third Bank (OH)	Store	3780	Store Account	0
Pier 1 Imports (U.S.), Inc.	Fifth Third Bank (OH)	Store	3806	Store Account	0
Pier 1 Imports (U.S.), Inc.	Fifth Third Bank (OH)	Store	2397	Store Account	0
Pier 1 Imports (U.S.), Inc.	Fifth Third Bank (OH)	Store	8204	Store Account	0
Pier 1 Imports (U.S.), Inc.	Fifth Third Bank (OH)	Store	7938	Store Account	0
Pier 1 Imports (U.S.), Inc.	Fifth Third Bank (OH)	Store	3301	Store Account	0
Pier 1 Imports (U.S.), Inc.	Fifth Third Bank (OH)	Store	3657	Store Account	0
Pier 1 Imports (U.S.), Inc.	Fifth Third Bank (OH)	Store	4127	Store Account	0
Pier 1 Imports (U.S.), Inc.	First Hawaiian Bank (HI)	Store	3343	Store Account	58,835
Pier 1 Imports (U.S.), Inc.	First National Bank (PA)	Store	8547	Store Account	
Pier 1 Imports (U.S.), Inc.	First National Bank of Burlleson	Store	1208	Store Account	
Pier 1 Imports (U.S.), Inc.	Flagstar Bank	Store	7199	Store Account	
Pier 1 Imports (U.S.), Inc.	HSBC Bank USA (NY)	Store	1120	Store Account	5,303
Pier 1 Imports (U.S.), Inc.	HSBC Bank Canada	Canadian Store	5002	Master Account	
Pier 1 Imports (U.S.), Inc.	HSBC Bank Canada (CN)	Canadian Store	5029	Store Account	456
Pier 1 Imports (U.S.), Inc.	HSBC Bank Canada (CN) / BOM	Canadian Store	5001	Store Account	1,459
Pier 1 Imports (U.S.), Inc.	Huntington Bank	Store	7847	Store Account	
Pier 1 Imports (U.S.), Inc.	Huntington Bank	Store	1959	Store Account	
Pier 1 Imports (U.S.), Inc.	Huntington Bank	Store	1173	Store Account	
Pier 1 Imports (U.S.), Inc.	KeyBank (US)	Store	3853	Master Account	18,865
Pier 1 Imports (U.S.), Inc.	KeyBank (US)	Store	6994	Store Account	0
Pier 1 Imports (U.S.), Inc.	KeyBank (US)	Store	6846	Store Account	0
Pier 1 Imports (U.S.), Inc.	KeyBank (US)	Store	6887	Store Account	0
Pier 1 Imports (U.S.), Inc.	KeyBank (US)	Store	9758	Store Account	0
Pier 1 Imports (U.S.), Inc.	KeyBank (US)	Store	6960	Store Account	0
Pier 1 Imports (U.S.), Inc.	KeyBank (US)	Store	6978	Store Account	0
Pier 1 Imports (U.S.), Inc.	KeyBank (US)	Store	6986	Store Account	0
Pier 1 Imports (U.S.), Inc.	KeyBank (US)	Store	8319	Store Account	0
Pier 1 Imports (U.S.), Inc.	KeyBank (US)	Store	6049	Store Account	0
Pier 1 Imports (U.S.), Inc.	KeyBank (US)	Store	7780	Store Account	0
Pier 1 Imports (U.S.), Inc.	KeyBank (US)	Store	4317	Store Account	0
Pier 1 Imports (U.S.), Inc.	KeyBank (US)	Store	0838	Store Account	0
Pier 1 Imports (U.S.), Inc.	KeyBank (US)	Store	7417	Store Account	0
Pier 1 Imports (U.S.), Inc.	KeyBank (US)	Store	5241	Store Account	0
Pier 1 Imports (U.S.), Inc.	KeyBank (US)	Store	3398	Store Account	0
Pier 1 Imports (U.S.), Inc.	KeyBank (US)	Store	5073	Store Account	0
Pier 1 Imports (U.S.), Inc.	KeyBank (US)	Store	3920	Store Account	0
Pier 1 Imports (U.S.), Inc.	KeyBank (US) (f/k/a First Niagara Bank)	Store	4989	Master Account	19,777
Pier 1 Imports (U.S.), Inc.	KeyBank (US) (f/k/a First Niagara Bank)	Store	3459	Store Account	0
Pier 1 Imports (U.S.), Inc.	KeyBank (US) (f/k/a First Niagara Bank)	Store	3467	Store Account	0
Pier 1 Imports (U.S.), Inc.	KeyBank (US) (f/k/a First Niagara Bank)	Store	4971	Store Account	0
Pier 1 Imports (U.S.), Inc.	KeyBank (US) (f/k/a First Niagara Bank)	Store	4955	Store Account	0
Pier 1 Imports (U.S.), Inc.	KeyBank (US) (f/k/a First Niagara Bank)	Store	0046	Store Account	0
Pier 1 Imports (U.S.), Inc.	KeyBank (US) (f/k/a First Niagara Bank)	Store	4948	Store Account	0
Pier 1 Imports (U.S.), Inc.	KeyBank (US) (f/k/a First Niagara Bank)	Store	3434	Store Account	0
Pier 1 Imports (U.S.), Inc.	KeyBank (US) (f/k/a First Niagara Bank)	Store	4963	Store Account	0
Pier 1 Imports (U.S.), Inc.	KeyBank (US) (f/k/a First Niagara Bank)	Store	2857	Store Account	0
Pier 1 Imports (U.S.), Inc.	KeyBank (US) (f/k/a First Niagara Bank)	Store	0466	Store Account	0
Pier 1 Imports (U.S.), Inc.	KeyBank (US) (f/k/a First Niagara Bank)	Store	4922	Store Account	0
Pier 1 Imports (U.S.), Inc.	KeyBank (US) (f/k/a First Niagara Bank)	Store	0515	Store Account	0
Pier 1 Imports (U.S.), Inc.	KeyBank (US) (f/k/a First Niagara Bank)	Store	3442	Store Account	0
Pier 1 Imports (U.S.), Inc.	KeyBank (US) (f/k/a First Niagara Bank)	Store	0053	Store Account	0
Pier 1 Imports (U.S.), Inc.	M&T Bank (US)	Store	0478	Store Account	9,403
Pier 1 Imports (U.S.), Inc.	Middlesex Savings Bank	Store	1696	Store Account	0
Pier 1 Imports (U.S.), Inc.	PNC Bank (US)	Store	3177	Store Account	183,790

Exhibit 2

Bank Accounts

Entity	Bank Name	Store/Corporate	Account Number (Ending)	Account type	Estimated Balance
Pier 1 Imports (U.S.), Inc.	Regions Bank (US)	Store	0158	Master Account	79,278
Pier 1 Imports (U.S.), Inc.	Regions Bank (US)	Store	4271	Store Account	0
Pier 1 Imports (U.S.), Inc.	Regions Bank (US)	Store	1077	Store Account	0
Pier 1 Imports (U.S.), Inc.	Regions Bank (US)	Store	0868	Store Account	0
Pier 1 Imports (U.S.), Inc.	Regions Bank (US)	Store	4940	Store Account	0
Pier 1 Imports (U.S.), Inc.	Regions Bank (US)	Store	1093	Store Account	0
Pier 1 Imports (U.S.), Inc.	Regions Bank (US)	Store	2832	Store Account	0
Pier 1 Imports (U.S.), Inc.	Regions Bank (US)	Store	1107	Store Account	0
Pier 1 Imports (U.S.), Inc.	Regions Bank (US)	Store	4336	Store Account	0
Pier 1 Imports (U.S.), Inc.	Regions Bank (US)	Store	1115	Store Account	0
Pier 1 Imports (U.S.), Inc.	Regions Bank (US)	Store	5421	Store Account	0
Pier 1 Imports (U.S.), Inc.	Regions Bank (US)	Store	8711	Store Account	0
Pier 1 Imports (U.S.), Inc.	Regions Bank (US)	Store	8479	Store Account	0
Pier 1 Imports (U.S.), Inc.	Regions Bank (US)	Store	8487	Store Account	0
Pier 1 Imports (U.S.), Inc.	Regions Bank (US)	Store	2875	Store Account	0
Pier 1 Imports (U.S.), Inc.	Regions Bank (US)	Store	2901	Store Account	0
Pier 1 Imports (U.S.), Inc.	Regions Bank (US)	Store	0051	Store Account	0
Pier 1 Imports (U.S.), Inc.	Regions Bank (US)	Store	1546	Store Account	0
Pier 1 Imports (U.S.), Inc.	Regions Bank (US)	Store	2840	Store Account	0
Pier 1 Imports (U.S.), Inc.	Regions Bank (US)	Store	2891	Store Account	0
Pier 1 Imports (U.S.), Inc.	Regions Bank (US)	Store	9932	Store Account	0
Pier 1 Imports (U.S.), Inc.	Regions Bank (US)	Store	7792	Store Account	0
Pier 1 Imports (U.S.), Inc.	Regions Bank (US)	Store	2883	Store Account	0
Pier 1 Imports (U.S.), Inc.	Regions Bank (US)	Store	8509	Store Account	0
Pier 1 Imports (U.S.), Inc.	Regions Bank (US)	Store	2859	Store Account	0
Pier 1 Imports (U.S.), Inc.	Regions Bank (US)	Store	1131	Store Account	0
Pier 1 Imports (U.S.), Inc.	Regions Bank (US)	Store	1158	Store Account	0
Pier 1 Imports (U.S.), Inc.	Regions Bank (US)	Store	4464	Store Account	0
Pier 1 Imports (U.S.), Inc.	Regions Bank (US)	Store	3707	Store Account	0
Pier 1 Imports (U.S.), Inc.	Regions Bank (US)	Store	9924	Store Account	0
Pier 1 Imports (U.S.), Inc.	Regions Bank (US)	Store	8437	Store Account	0
Pier 1 Imports (U.S.), Inc.	Regions Bank (US)	Store	1174	Store Account	0
Pier 1 Imports (U.S.), Inc.	Regions Bank (US)	Store	3355	Store Account	0
Pier 1 Imports (U.S.), Inc.	Regions Bank (US)	Store	8340	Store Account	0
Pier 1 Imports (U.S.), Inc.	Regions Bank (US)	Store	8614	Store Account	0
Pier 1 Imports (U.S.), Inc.	Regions Bank (US)	Store	4340	Store Account	0
Pier 1 Imports (U.S.), Inc.	Royal Bank of Canada	Canadian Store	2639	Store Account	49,517
Pier 1 Imports (U.S.), Inc.	Santander	Store	4940	Store Account	0
Pier 1 Imports (U.S.), Inc.	Scotia Bank (CN)	Canadian Store	5514	Store Account	38,307
Pier 1 Imports (U.S.), Inc.	Summit Community Bank	Store	3590	Store Account	0
Pier 1 Imports (U.S.), Inc.	SunTrust Bank (US)	Store	9112	Store Account	64,540
Pier 1 Imports (U.S.), Inc.	TD Bank Canada	Canadian Store	4626	Store Account	32,798
Pier 1 Imports (U.S.), Inc.	TD Banknorth (TD Bank)	Store	4972	Store Account	56,383
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	8338	Master Account	103,891
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	9300	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	3166	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	3182	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	8949	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	3208	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	0241	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	9383	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	1126	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	8944	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	3224	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	1061	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	4936	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	3232	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	1241	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	2776	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	4003	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	9987	Store Account	0

Exhibit 2

Bank Accounts

Entity	Bank Name	Store/Corporate	Account Number (Ending)	Account type	Estimated Balance
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	0707	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	8022	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	9342	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	1308	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	3257	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	0274	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	1948	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	3273	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	1498	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	8956	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	3299	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	1997	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	3307	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	3315	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	0258	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	3331	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	8415	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	8881	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	3349	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	7500	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	0940	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	2915	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	5521	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	5760	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	3372	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	2348	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	3380	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	5522	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	3422	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	3430	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	3448	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	6299	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	8345	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	8990	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	9698	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	9797	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	3709	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	7569	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	1352	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	7077	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	1485	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	1477	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	5156	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	8899	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	3168	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	9771	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	9995	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	9721	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	2511	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	1852	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	6949	Store Account	0
Pier 1 Imports (U.S.), Inc.	United National Bank of Parkersburg	Store	3780	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	2636	Master Account	824,146
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	2166	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	9742	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	6665	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	8535	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	9265	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	5829	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	6673	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	0094	Store Account	0

Exhibit 2

Bank Accounts

Entity	Bank Name	Store/Corporate	Account Number (Ending)	Account type	Estimated Balance
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	2317	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	5277	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	5634	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	6699	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	8845	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	5285	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	0052	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	5293	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	2309	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	6707	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	6715	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	2454	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	8738	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	2280	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	2349	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	0025	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	0086	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	0044	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	9432	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	6723	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	4823	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	3619	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	2234	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	2398	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	2109	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	9815	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	5702	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	2406	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	9220	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	2117	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	9857	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	2125	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	8852	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	4856	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	4460	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	5242	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	5717	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	6756	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	8753	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	9938	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	1162	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	8761	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	5236	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	3046	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	5244	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	4789	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	5803	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	9730	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	6772	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	9946	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	7872	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	6780	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	8710	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	2518	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	6798	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	0109	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	9845	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	1437	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	9954	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	6814	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	5351	Store Account	0

Exhibit 2

Bank Accounts

Entity	Bank Name	Store/Corporate	Account Number (Ending)	Account type	Estimated Balance
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	9962	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	6822	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	9970	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	8801	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	9273	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	5746	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	8744	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	6830	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	3398	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	5665	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	4762	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	3836	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	8751	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	5837	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	8787	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	0033	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	6855	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	8769	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	8777	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	4973	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	2242	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	8785	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	8803	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	5811	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	3156	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	1427	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	0998	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	6871	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	6889	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	6897	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	1370	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	2570	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	3949	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	6905	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	6475	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	0572	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	0002	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	8445	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	7987	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	9263	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	6913	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	0010	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	9881	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	0465	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	6939	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	6947	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	8514	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	7602	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	6242	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	9251	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	4779	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	5846	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	3503	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	6954	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	1170	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	6798	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	6962	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	6970	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	0122	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	0878	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	9240	Store Account	0

Exhibit 2

Bank Accounts

Entity	Bank Name	Store/Corporate	Account Number (Ending)	Account type	Estimated Balance
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	5753	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	6988	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	8620	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	6996	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	0984	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	0616	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	7010	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	1693	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	1595	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	7028	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	1551	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	2420	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	6671	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	1004	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	6663	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	8472	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	8607	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	2244	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	2130	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	5679	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	4366	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	4099	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	7036	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	8526	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	8599	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	8581	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	3633	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	9837	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	6070	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	6959	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	4849	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	8860	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	4039	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	8573	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	7044	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	2148	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	8837	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	5413	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	7051	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	7069	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	4787	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	8557	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	7077	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	5702	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	1384	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	3200	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	1567	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	1603	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	7093	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	9926	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	3926	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	0741	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	2285	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	6463	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	7101	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	5986	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	4548	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	9652	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	7848	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	5761	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	7409	Store Account	0

Exhibit 2

Bank Accounts

Entity	Bank Name	Store/Corporate	Account Number (Ending)	Account type	Estimated Balance
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	5948	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	5795	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	5710	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	5149	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	7573	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	1203	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	6356	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	2291	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	2354	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	7741	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	3317	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	9052	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	5395	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	7143	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	7899	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	5184	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	8807	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	8878	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	0295	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	1130	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	5043	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	5787	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	0987	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	0908	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	4927	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	7514	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	7150	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	5533	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	5591	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	2372	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	2549	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	7168	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	5558	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	3622	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	0077	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	3614	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	4795	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	7200	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	9736	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	2209	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	1046	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	7226	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	5642	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	7234	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	3627	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	6372	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	7594	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	6832	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	1392	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	8229	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	6824	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	1873	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	8237	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	2455	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	8030	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	4831	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	5725	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	4484	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	7864	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	2425	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	4476	Store Account	0

Exhibit 2

Bank Accounts

Entity	Bank Name	Store/Corporate	Account Number (Ending)	Account type	Estimated Balance
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	0923	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	9135	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	0766	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	2283	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	9196	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	5377	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	5291	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	8565	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	5609	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	3969	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	5719	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	3977	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	3931	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	0956	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	0980	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	3630	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	7264	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	8143	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	7004	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	5598	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	3619	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	4051	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	7127	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wesbanco Bank	Store	5661	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo	Corporate	6030	Receipt Concentration Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo	Corporate	0820	Main Concentration Account	2,353,709
Pier 1 Imports (U.S.), Inc.	Wells Fargo	Corporate	5015	Store Concentration Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo	Corporate	4606	Deposit Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo	Corporate	5559	Disbursement Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo	Corporate	8395	Disbursement Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo	Corporate	0001	Inactive Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo	Corporate	6337	Investment Account	2,245,993
Pier 1 Imports (U.S.), Inc.	Bank of America	Corporate	2471	Disbursement Account	4,013,435
Pier 1 Imports (U.S.), Inc.	Bank of America	Corporate	7502	Disbursement Account	0
Pier 1 Imports (U.S.), Inc.	Bank of America	Corporate	7925	Inactive Account	0
Pier 1 Imports (U.S.), Inc.	Bank of America	Corporate	0905	Inactive Account	0
Pier 1 Imports (U.S.), Inc.	Bank of America	Corporate	4708	Inactive Account	0
Pier 1 Imports (U.S.), Inc.	Bank of America	Corporate	5A11	Investment Account	3,367
Pier 1 Imports (U.S.), Inc.	Bank of America, London	Corporate	9017	Operating Account	5,975
Pier 1 Imports (U.S.), Inc.	RBC	Canadian Corporate	2621	Canadian Concentration	2,631,214
Pier 1 Imports (U.S.), Inc.	RBC	Canadian Corporate	2647	Canadian Disbursement	0
Pier 1 Imports (U.S.), Inc.	RBC	Canadian Corporate	4679	Canadian Disbursement	0
Pier 1 Imports (U.S.), Inc.	RBC	Canadian Corporate	4638	Canadian Operating Account	0
Pier 1 Imports (U.S.), Inc.	RBC	Canadian Corporate	2440	Investment Account	672,633
Pier 1 Imports (U.S.), Inc.	Bank of Montreal	Canadian Corporate	6982	Letter of Credit Account	24,900
Pier 1 Imports (U.S.), Inc.	Chase	Corporate	9428	Operating Account	0
Pier 1 Imports (U.S.), Inc.	Chase	Corporate	7301	Earnings Credit Rate Account	950
Pier 1 Imports, Inc.	Wells Fargo	Corporate	6105	Disbursement Account	90,210
Pier 1 Imports, Inc.	Wells Fargo	Corporate	6418	Investment Account	45,165
Pier 1 Services Co.	Wells Fargo	Corporate	6089	Disbursement Account	220,350
Pier 1 Services Co.	Wells Fargo	Corporate	5772	Disbursement Account	0
Pier 1 Services Co.	Wells Fargo	Corporate	6416	Investment Account	172,801
Pier 1 Services Co.	Bank of America	Corporate	2484	Disbursement Account	2,387,476
Pier 1 Services Co.	Bank of America	Corporate	7510	Disbursement Account	0
Pier 1 Value Services, LLC	HSBC	Corporate	5895	Business Savings Account	7,028
Pier 1 Value Services, LLC	Wells Fargo	Corporate	6113	Disbursement Account	50
Pier 1 Value Services, LLC	Wells Fargo	Corporate	6419	Investment Account	3,329
Pier Licensing, Inc.	Wells Fargo	Corporate	3289	Licensing Account	6,050
PIR Trading, Inc.	Wells Fargo	Corporate	3636	Investment Account	4,147
PIR Trading, Inc.	Wells Fargo	Corporate	2083	Deposit Account	709

Exhibit B

Proposed Final Order

to (i) continue to operate their Cash Management System, (ii) pay any prepetition or postpetition amounts outstanding on account of the Bank Fees, (iii) maintain existing Business Forms in the ordinary course of business, and (iv) continue to perform the Intercompany Transactions consistent with historical practice; 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. §§ 157 and 1334 and the *Standing Order of Reference from the United States District Court for the Eastern District of Virginia*, dated August 15, 1984; and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; 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 1409; 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' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and that 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 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 Motion is granted on a final basis as set forth herein.
2. The Debtors are authorized to continue operating the Cash Management System, honor their prepetition obligations related thereto, including, but not limited to, all obligations related to the Petty Cash System, and maintain existing Business Forms.

3. Notwithstanding anything to the contrary in this Final Order, any payment made or action taken by any of the Debtors pursuant to the authority granted in this Final Order must be in compliance with, and shall be subject to: (i) any interim or final order approving the Debtors' use of cash collateral and/or any postpetition financing facility (in either case, the "DIP Order"), (ii) the documentation in respect of any such postpetition financing facility and/or use of cash collateral (the "DIP Documents"), and (iii) the budget governing any such postpetition financing and/or use of cash collateral (the "DIP Budget").

4. To the extent there is any inconsistency between the terms of the DIP Order and this Final Order, the terms of the DIP Order shall control.

5. The Debtors are authorized to: (I) subject to the DIP Order, the DIP Documents, the DIP Budget, and the DIP Claims (as defined in the DIP Credit Agreement), and subject to paragraph 4 above: (a) continue to use, with the same account numbers, the Bank Accounts in existence as of the Petition Date without the need to comply with certain guidelines relating to bank accounts set forth in the U.S. Trustee Operating Guidelines; (b) treat the Bank Accounts for all purposes as accounts of the Debtors as debtors in possession; (c) deposit funds in and withdraw funds from the Bank Accounts by all usual means, including checks, wire transfers, and other debits; and (f) to continue using the Petty Cash System; and (II) pay the Bank Fees, including any prepetition amounts, and any ordinary course Bank Fees incurred in connection with the Bank Accounts, and to otherwise perform their obligations under the documents governing the Bank Accounts. The Debtors are authorized to pay and/or reimburse the Cash Management Banks in the ordinary course of business for any prepetition or postpetition fees, costs, charges and expenses, including the Bank Fees, or charge-backs payable to the Cash Management Banks, and

any amounts which are not so paid shall be entitled to priority as administrative expenses pursuant to section 503(b)(1) of the Bankruptcy Code.

6. The Debtors are authorized, but not directed, to continue using, in their present form, the Business Forms, as well as checks and other documents related to the Bank Accounts existing immediately before the Petition Date, *provided, however*, that once the Debtors have exhausted their existing stock of Business Forms and checks, they shall ensure that any new Business Forms and checks are clearly labeled “Debtor in Possession,” *provided, further*, that with respect to any Business Forms and checks that are generated electronically, the Debtors shall ensure that such electronic Business Forms and checks are clearly labeled “Debtor in Possession.”

7. Notwithstanding anything to the contrary in this Final Order and subject to the recognition of these proceedings by the Ontario Superior Court of Justice (Commercial List) (the “Canadian Court”) pursuant to the Companies’ Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended (the “CCAA,”) and the proceedings commenced under the CCAA (the “CCAA Proceedings”), the Debtors are hereby authorized, as required in the Debtors’ business judgment in consultation with the information officer appointed in the CCAA Proceedings (the “Information Officer”), to retain account balances in the Debtors’ Canadian bank accounts until the conclusion of the CCAA Proceeding, which account balances, in aggregate, shall be no less than the amount required to satisfy the obligations secured by the charges granted on the Debtors’ property in Canada by the Canadian Court in favor of (i) the Information Officer and its counsel, and Canadian counsel to the Debtors, and (ii) the Debtors’ directors and officers.

8. Section 345 of the Bankruptcy Code, to the extent applicable and not otherwise met, is waived with respect to the Cash Management System on a final basis for each Bank Account that is held with an Authorized Depository, or held at an FDIC-insured or CDIC-insured Cash Management Bank.

9. The Cash Management Banks are authorized, but not obligated, to continue to maintain, service, and administer the Bank Accounts as accounts of the Debtors as debtors in possession, without interruption and in the ordinary course, and to receive, process, honor, and pay, to the extent of available funds, any and all checks, drafts, wires, credit card payments, and ACH transfers issued and drawn on the Bank Accounts after the Petition Date by the holders or makers thereof, as the case may be. Those certain existing deposit agreements between the Debtors and the Cash Management Banks shall continue to govern the postpetition cash management relationship between the Debtors and the Cash Management Banks, and all of the provisions of such agreements, including, without limitation, the termination and fee provisions, and any provisions relating to offset or charge back rights with respect to return items, shall remain in full force and effect.

10. Immediately upon entry of this Final Order, each of the Cash Management Banks at which Bank Accounts subject to automatic transfers or “sweeps” as part of the Cash Management System are maintained is authorized, but not obligated, without further order of this Court, to recommence such transfers or sweeps without regard to whether the funds swept and/or transferred include funds deposited prior to the Petition Date.

11. The Cash Management Banks may, without further order of this Court, agree to and implement changes to the Cash Management System and procedures related thereto in the ordinary course of business, including, without limitation, the opening of any new bank accounts and the closing of any existing bank accounts, so long as (a) any such new account is with a bank that is (i) insured with the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation, (ii) insured with the Canada Deposit Insurance Corporation, or (iii) designated as an authorized depository by the U.S. Trustee Guidelines, (b) the Debtors provide

notice to the U.S. Trustee and counsel to the Prepetition Agents and the DIP Agents of the opening or closing of any such account or any changes in Cash Management Systems (and, with respect to the opening of any such accounts, the Debtors obtain the prior written consent of the DIP Agents), and (c) any such changes to the Cash Management System and procedures related thereto are not prohibited by the terms of the DIP Order and DIP Documents. Subject to the terms hereof, the Debtors are authorized, in the ordinary course of business, to enter into any ancillary agreements, including new deposit account control agreements, related to the foregoing, as they may deem necessary and appropriate.

12. The relief granted in this Final Order is extended to any new bank account opened by the Debtors in the ordinary course of business after the date hereof, which account shall be deemed a Bank Account, and to the bank at which such account is opened, which bank shall be deemed a Cash Management Bank.

13. All banks maintaining any of the Bank Accounts that are provided with notice of this Final Order shall not honor or pay any bank payments drawn on the listed Bank Accounts or otherwise issued before the Petition Date for which the Debtors specifically issue stop payment orders in accordance with the documents governing such Bank Accounts.

14. Each of the Debtors' banks is authorized, but not obligated, to debit the Debtors' accounts in the ordinary course of business without the need for further order of this Court for all checks or other items deposited in one of the Debtors' accounts with such banks prior to the Petition Date which have been dishonored or returned unpaid for any reason, together with any fees and costs in connection therewith, to the same extent the Debtors were responsible for such items prior to the Petition Date. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are

authorized, but not obligated, 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, but not obligated, to rely on the Debtors' representations with respect to whether any check or other payment order drawn or issued by the Debtor prior to the Petition Date should be honored and on the Debtor's³ designation of any particular check or electronic payment request as approved by this Final Order without any duty of further inquiry and without liability for following the Debtors' instructions or relying on such representations.

15. The Cash Management Banks are authorized, but not obligated, to debit the Debtors' Bank Accounts in the ordinary course of business and without further order of this Court on account of (i) all checks drawn on the Debtors' Bank Accounts that were cashed at the Cash Management Banks' counters or exchanged for cashier's or official checks by the payees thereof prior to the Petition Date and (ii) all undisputed prepetition amounts outstanding as of the date hereof, if any, owed to any Cash Management Bank as service charges for the maintenance of the Cash Management system.

16. The Debtors are authorized, without further order of this Court, to pay all applicable fees and expenses associated with the nature of the deposit and cash management services rendered to the Debtors, whether arising prepetition or postpetition from the applicable Bank Accounts, and further, to charge back to the appropriate accounts of the Debtors any amounts resulting from returned checks or other returned items, including returned items that result from ACH transactions, wire transfers, or other electronic transfers of any kind, regardless of whether such items were deposited or transferred prepetition or postpetition and regardless of whether the returned items relate to prepetition or postpetition items or transfers. The banks and financial

³ The language in this paragraph was added in para 15 of the interim order and should be added here too.

institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and all such Cash Management Banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Final Order without any duty of further inquiry and without liability for following the Debtors instructions. For the avoidance of doubt, any instruments issued by one or more of the Debtors prior to the Petition Date shall be deemed paid prior to the Petition Date, even if not debited from the Bank Account(s) of such Debtor(s) until after the Petition Date.

17. Notwithstanding any other provision of this Final Order, any bank, including the Cash Management Banks, may rely upon the representations of the Debtors with respect to whether any check, draft, wire, or other transfer drawn or issued by the Debtors prior to the Petition Date should be honored pursuant to any order of this Court, and no bank that honors a prepetition check or other item drawn on any account that is the subject of this Final Order (a) at the direction of the Debtors, (b) in a good-faith belief that this Court has authorized such prepetition check or item to be honored, or (c) as a result of a mistake made despite implementation of customary handling procedures shall not be deemed to be, nor shall be, liable to the Debtors, their estates or any other party on account of such prepetition check or other item being honored postpetition, or otherwise deemed to be in violation of this Final Order. The Debtors' Cash Management Banks shall not have any liability to any party for relying on such directions of the Debtors. Further, the Cash Management Banks may rely, without a duty of inquiry, upon the failure of the Debtors to issue a stop payment order with respect to any item, whether such item is issued prepetition or postpetition, as a direction by the Debtors that such item be paid.

18. Any banks, including the Cash Management Banks, are further authorized, but not obligated, to honor the Debtors' directions with respect to the opening and closing of any Bank Account and accept and hold, or invest, the Debtors' funds in accordance with the Debtors' instructions and the Debtors' Cash Management Banks shall not have any liability to any party for relying on such directions.

19. The Debtors are authorized, but not directed, to continue performing under and honoring their respective obligations, commitments, and transactions related to Intercompany Transactions and Intercompany Claims in the ordinary course of business, consistent with historical practice; provided that, for the avoidance of doubt, the Debtors shall not be authorized to undertake any Intercompany Transactions or incur any Intercompany Claims that are (a) not on the same terms as, or materially consistent with, the Debtor's operation of their business in the ordinary course during the prepetition period or (b) prohibited or restricted by the terms of the DIP Order or DIP Documents.

20. All postpetition Intercompany Transaction payments from a Debtor authorized hereunder are hereby accorded administrative expense status under section 503(b) of the Bankruptcy Code.

21. In connection with the Intercompany Transactions, the Debtors shall continue to maintain current records with respect to all transfers of cash so that all Intercompany Transactions may be readily ascertained, traced, and properly recorded on intercompany accounts and shall make such records available to the (a) Office of the U.S. Trustee and (b) counsel to the Prepetition Agents and the DIP Agents (as defined in the DIP Credit Agreement).

22. To the extent any other order is entered by the Court authorizing and/or directing the Cash Management Banks to honor checks, drafts, ACH transfers, or other electronic funds

transfers or any other withdrawals made, drawn, or issued in payment of prepetition claims, the obligation to honor such items shall be subject to this Final Order.

23. The Debtors are authorized to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer 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.

24. Notwithstanding the relief granted in this Final Order, any payment made by the Debtors pursuant to the authority granted herein shall be subject to any order authorizing use of cash collateral.

25. Notwithstanding the relief granted in this Final Order and any actions taken pursuant to such relief, nothing in this Final Order shall be deemed: (a) an admission as to the amount of, basis for, or validity of any claim against the Debtors under the Bankruptcy Code, any foreign bankruptcy or insolvency law, 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 Final Order or the Motion; (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 to the validity, priority, enforceability, or perfection of any lien on, security interest in, or encumbrance on property of the Debtors' estates; or (g) a waiver of any claims or causes of action which may exist against any entity under the Bankruptcy Code or any other applicable law. Any payment made pursuant to this Final 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' rights to subsequently dispute such claim.

26. The requirement under Local Bankruptcy Rule 9013-1(G) to file a memorandum of law in connection with the Motion is waived.

27. 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) and the Local Bankruptcy Rules are satisfied by such notice.

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

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

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

Dated: _____
Richmond, Virginia

United States Bankruptcy Judge

WE ASK FOR THIS:

/s/ Jeremy S. Williams

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Peter J. Barrett (VA 46179)

Jeremy S. Williams (VA 77469)

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Proposed Co-Counsel to the Debtors and Debtors in Possession

CERTIFICATION OF ENDORSEMENT
UNDER LOCAL BANKRUPTCY RULE 9022-1(C)

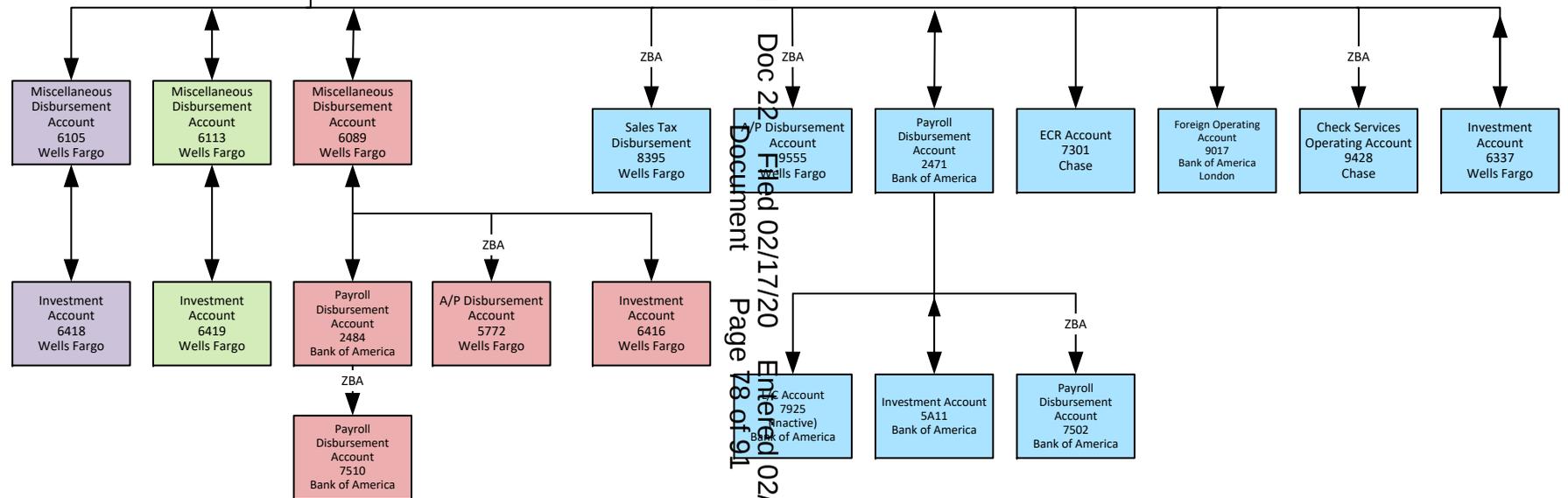
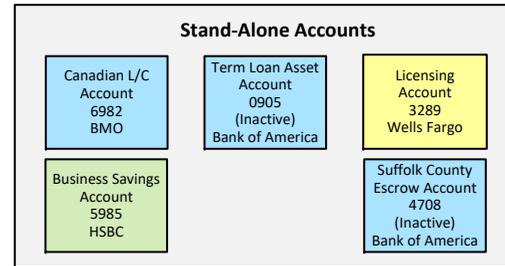
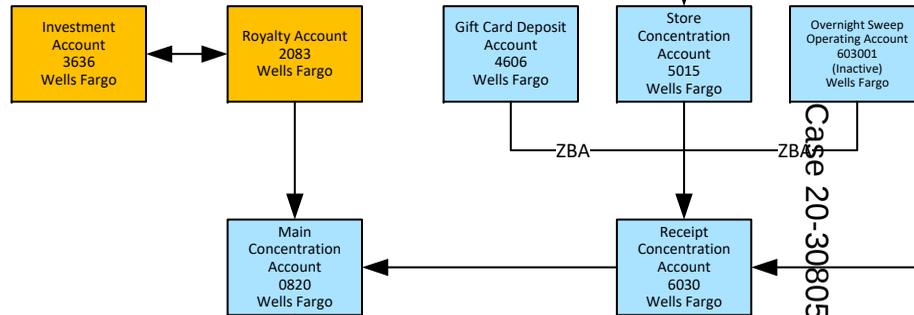
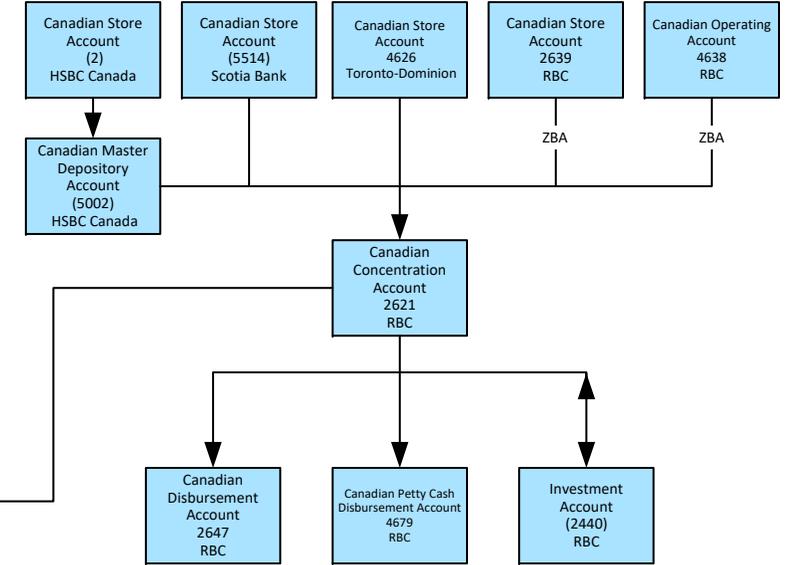
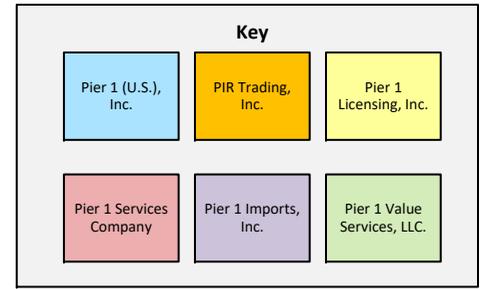
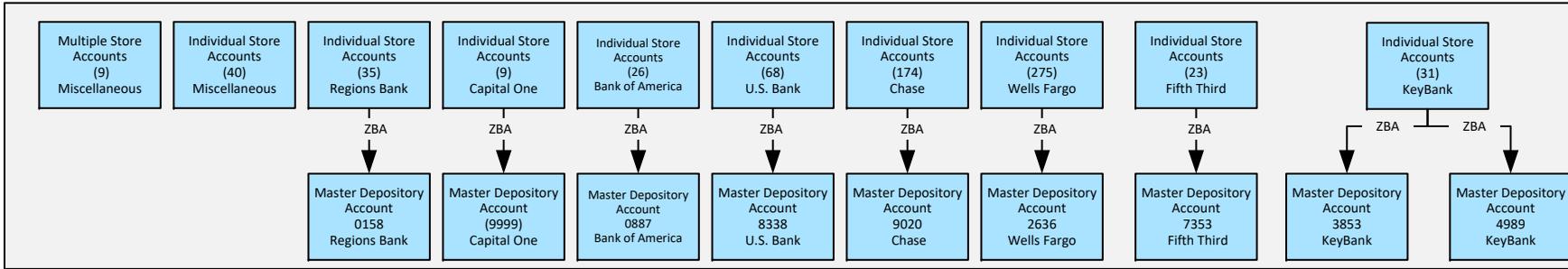
Pursuant to Local Bankruptcy Rule 9022-1(C), I hereby certify that the foregoing proposed order has been endorsed by or served upon all necessary parties.

/s/ Jeremy S. Williams

Exhibit 1

Cash Management System Schematic

Pier 1 Cash Management System



Case 20-30805-KRH Doc 22 Filed 02/17/20 Entered 02/17/20 14:18:11 Document Page 78 of 91

Exhibit 2

Bank Accounts

Exhibit 2
Bank Accounts

Entity	Bank Name	Store/Corporate	Account Number (Ending)	Account type	Estimated Balance
Pier 1 Imports (U.S.), Inc.	BancFirst	Store	2894	Store Account	
Pier 1 Imports (U.S.), Inc.	Bank of America (US)	Store	0887	Master Account	201,844
Pier 1 Imports (U.S.), Inc.	Bank of America (US)	Store	4655	Store Account	0
Pier 1 Imports (U.S.), Inc.	Bank of America (US)	Store	0284	Store Account	0
Pier 1 Imports (U.S.), Inc.	Bank of America (US)	Store	7356	Store Account	0
Pier 1 Imports (U.S.), Inc.	Bank of America (US)	Store	9366	Store Account	0
Pier 1 Imports (U.S.), Inc.	Bank of America (US)	Store	3080	Store Account	0
Pier 1 Imports (U.S.), Inc.	Bank of America (US)	Store	0323	Store Account	0
Pier 1 Imports (U.S.), Inc.	Bank of America (US)	Store	9227	Store Account	0
Pier 1 Imports (U.S.), Inc.	Bank of America (US)	Store	0528	Store Account	0
Pier 1 Imports (U.S.), Inc.	Bank of America (US)	Store	8456	Store Account	0
Pier 1 Imports (U.S.), Inc.	Bank of America (US)	Store	3284	Store Account	0
Pier 1 Imports (U.S.), Inc.	Bank of America (US)	Store	5458	Store Account	0
Pier 1 Imports (U.S.), Inc.	Bank of America (US)	Store	9227	Store Account	0
Pier 1 Imports (U.S.), Inc.	Bank of America (US)	Store	1884	Store Account	0
Pier 1 Imports (U.S.), Inc.	Bank of America (US)	Store	3420	Store Account	0
Pier 1 Imports (U.S.), Inc.	Bank of America (US)	Store	3462	Store Account	0
Pier 1 Imports (U.S.), Inc.	Bank of America (US)	Store	5102	Store Account	0
Pier 1 Imports (U.S.), Inc.	Bank of America (US)	Store	6367	Store Account	0
Pier 1 Imports (U.S.), Inc.	Bank of America (US)	Store	1967	Store Account	0
Pier 1 Imports (U.S.), Inc.	Bank of America (US)	Store	0810	Store Account	0
Pier 1 Imports (U.S.), Inc.	Bank of America (US)	Store	3792	Store Account	0
Pier 1 Imports (U.S.), Inc.	Bank of America (US)	Store	3828	Store Account	0
Pier 1 Imports (U.S.), Inc.	Bank of America (US)	Store	0959	Store Account	0
Pier 1 Imports (U.S.), Inc.	Bank of America (US)	Store	3457	Store Account	0
Pier 1 Imports (U.S.), Inc.	Bank of America (US)	Store	7123	Store Account	0
Pier 1 Imports (U.S.), Inc.	Bank of America (US)	Store	8939	Store Account	0
Pier 1 Imports (U.S.), Inc.	Bank of America (US)	Store	5830	Store Account	0
Pier 1 Imports (U.S.), Inc.	Bank of Hawaii	Store	2388	Store Account	1,130
Pier 1 Imports (U.S.), Inc.	Camden National Bank	Store	4103	Store Account	
Pier 1 Imports (U.S.), Inc.	Capital One (US)	Store	9999	Master Account	30,070
Pier 1 Imports (U.S.), Inc.	Capital One (US)	Store	0120	Store Account	0
Pier 1 Imports (U.S.), Inc.	Capital One (US)	Store	0375	Store Account	0
Pier 1 Imports (U.S.), Inc.	Capital One (US)	Store	0456	Store Account	0
Pier 1 Imports (U.S.), Inc.	Capital One (US)	Store	1274	Store Account	0
Pier 1 Imports (U.S.), Inc.	Capital One (US)	Store	1391	Store Account	0
Pier 1 Imports (U.S.), Inc.	Capital One (US)	Store	1427	Store Account	0
Pier 1 Imports (U.S.), Inc.	Capital One (US)	Store	1466	Store Account	0
Pier 1 Imports (U.S.), Inc.	Capital One (US)	Store	1521	Store Account	0
Pier 1 Imports (U.S.), Inc.	Capital One (US)	Store	1638	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	9020	Master Account	478,774
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	7352	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	0050	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	9956	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	2760	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	7253	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	7505	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	1355	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	7337	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	1320	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	2406	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	2778	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	1304	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	2836	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	3031	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	6297	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	3016	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	7375	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	8340	Store Account	0

Exhibit 2

Bank Accounts

Entity	Bank Name	Store/Corporate	Account Number (Ending)	Account type	Estimated Balance
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	1910	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	1902	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	9783	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	8357	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	2169	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	8365	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	3962	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	0875	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	0906	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	5967	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	7813	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	6271	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	7391	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	0826	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	1878	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	0370	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	3956	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	5983	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	3380	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	0512	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	4901	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	0347	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	8870	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	0083	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	0361	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	8282	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	8367	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	3537	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	9039	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	6007	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	0753	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	6658	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	8888	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	8484	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	3312	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	6419	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	9783	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	8381	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	8399	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	0595	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	6359	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	0603	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	9750	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	6595	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	1886	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	8423	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	6820	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	8528	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	9667	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	6580	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	6181	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	0758	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	0629	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	2058	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	1852	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	7363	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	0859	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	9761	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	0733	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	8449	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	1852	Store Account	0

Exhibit 2

Bank Accounts

Entity	Bank Name	Store/Corporate	Account Number (Ending)	Account type	Estimated Balance
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	8456	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	3345	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	7107	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	6031	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	0176	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	2802	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	0652	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	7310	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	8563	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	1837	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	9893	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	3562	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	1928	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	3144	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	8613	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	4965	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	7680	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	9999	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	2185	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	2177	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	0686	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	6226	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	0790	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	3334	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	9175	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	0702	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	1936	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	8339	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	7360	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	8598	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	3550	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	6515	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	7578	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	1008	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	5533	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	2235	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	2554	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	9508	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	5343	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	6122	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	2909	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	7821	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	9840	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	5096	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	8408	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	9739	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	3977	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	8855	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	6039	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	8416	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	7628	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	7602	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	5900	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	1808	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	5702	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	5728	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	8277	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	1758	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	5163	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	3852	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	1511	Store Account	0

Exhibit 2

Bank Accounts

Entity	Bank Name	Store/Corporate	Account Number (Ending)	Account type	Estimated Balance
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	3435	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	8195	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	9163	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	2472	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	1025	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	9642	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	0637	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	8362	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	7517	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	9934	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	1969	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	9638	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	8504	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	6520	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	1278	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	1146	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	1153	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	0766	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	6583	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	6283	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	5528	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	3906	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	7586	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	0379	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	8589	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	6238	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	6215	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	7338	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	9893	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	1655	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	2250	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	5733	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	5397	Store Account	0
Pier 1 Imports (U.S.), Inc.	Chase Bank (US)	Store	1891	Store Account	0
Pier 1 Imports (U.S.), Inc.	Citizens Bank	Store	2534	Store Account	18,430
Pier 1 Imports (U.S.), Inc.	Citizens Bank	Store	4835	Store Account	5,649
Pier 1 Imports (U.S.), Inc.	Citizens Bank	Store	5238	Store Account	2,627
Pier 1 Imports (U.S.), Inc.	Citizens Bank	Store	4878	Store Account	6,603
Pier 1 Imports (U.S.), Inc.	Citizens Bank	Store	2802	Store Account	6,884
Pier 1 Imports (U.S.), Inc.	Citizens Bank	Store	4983	Store Account	8,411
Pier 1 Imports (U.S.), Inc.	Citizens Bank	Store	5319	Store Account	3,937
Pier 1 Imports (U.S.), Inc.	Citizens Bank	Store	3593	Store Account	3,019
Pier 1 Imports (U.S.), Inc.	Citizens Bank	Store	4916	Store Account	6,710
Pier 1 Imports (U.S.), Inc.	Citizens Bank	Store	3584	Store Account	8,515
Pier 1 Imports (U.S.), Inc.	Comerica Bank (MI)	Store	3799	Store Account	8,784
Pier 1 Imports (U.S.), Inc.	Commerce Bank	Store	6707	Store Account	
Pier 1 Imports (U.S.), Inc.	Commerce Bank	Store	0594	Store Account	
Pier 1 Imports (U.S.), Inc.	Commerce Bank	Store	2837	Store Account	
Pier 1 Imports (U.S.), Inc.	Commerce Bank	Store	7575	Store Account	
Pier 1 Imports (U.S.), Inc.	Commerce Bank	Store	6705	Store Account	
Pier 1 Imports (U.S.), Inc.	Compass Bank	Store	8681	Store Account	28,382
Pier 1 Imports (U.S.), Inc.	Fifth Third Bank (OH)	Store	7353	Master Account	25,382
Pier 1 Imports (U.S.), Inc.	Fifth Third Bank (OH)	Store	7480	Store Account	0
Pier 1 Imports (U.S.), Inc.	Fifth Third Bank (OH)	Store	7616	Store Account	0
Pier 1 Imports (U.S.), Inc.	Fifth Third Bank (OH)	Store	4355	Store Account	0
Pier 1 Imports (U.S.), Inc.	Fifth Third Bank (OH)	Store	3691	Store Account	0
Pier 1 Imports (U.S.), Inc.	Fifth Third Bank (OH)	Store	0667	Store Account	0
Pier 1 Imports (U.S.), Inc.	Fifth Third Bank (OH)	Store	2821	Store Account	0
Pier 1 Imports (U.S.), Inc.	Fifth Third Bank (OH)	Store	7148	Store Account	0
Pier 1 Imports (U.S.), Inc.	Fifth Third Bank (OH)	Store	3699	Store Account	0
Pier 1 Imports (U.S.), Inc.	Fifth Third Bank (OH)	Store	3798	Store Account	0

Exhibit 2

Bank Accounts

Entity	Bank Name	Store/Corporate	Account Number (Ending)	Account type	Estimated Balance
Pier 1 Imports (U.S.), Inc.	Fifth Third Bank (OH)	Store	5923	Store Account	0
Pier 1 Imports (U.S.), Inc.	Fifth Third Bank (OH)	Store	3681	Store Account	0
Pier 1 Imports (U.S.), Inc.	Fifth Third Bank (OH)	Store	8414	Store Account	0
Pier 1 Imports (U.S.), Inc.	Fifth Third Bank (OH)	Store	3107	Store Account	0
Pier 1 Imports (U.S.), Inc.	Fifth Third Bank (OH)	Store	2169	Store Account	0
Pier 1 Imports (U.S.), Inc.	Fifth Third Bank (OH)	Store	4913	Store Account	0
Pier 1 Imports (U.S.), Inc.	Fifth Third Bank (OH)	Store	3780	Store Account	0
Pier 1 Imports (U.S.), Inc.	Fifth Third Bank (OH)	Store	3806	Store Account	0
Pier 1 Imports (U.S.), Inc.	Fifth Third Bank (OH)	Store	2397	Store Account	0
Pier 1 Imports (U.S.), Inc.	Fifth Third Bank (OH)	Store	8204	Store Account	0
Pier 1 Imports (U.S.), Inc.	Fifth Third Bank (OH)	Store	7938	Store Account	0
Pier 1 Imports (U.S.), Inc.	Fifth Third Bank (OH)	Store	3301	Store Account	0
Pier 1 Imports (U.S.), Inc.	Fifth Third Bank (OH)	Store	3657	Store Account	0
Pier 1 Imports (U.S.), Inc.	Fifth Third Bank (OH)	Store	4127	Store Account	0
Pier 1 Imports (U.S.), Inc.	First Hawaiian Bank (HI)	Store	3343	Store Account	58,835
Pier 1 Imports (U.S.), Inc.	First National Bank (PA)	Store	8547	Store Account	
Pier 1 Imports (U.S.), Inc.	First National Bank of Burlleson	Store	1208	Store Account	
Pier 1 Imports (U.S.), Inc.	Flagstar Bank	Store	7199	Store Account	
Pier 1 Imports (U.S.), Inc.	HSBC Bank USA (NY)	Store	1120	Store Account	5,303
Pier 1 Imports (U.S.), Inc.	HSBC Bank Canada	Canadian Store	5002	Master Account	
Pier 1 Imports (U.S.), Inc.	HSBC Bank Canada (CN)	Canadian Store	5029	Store Account	456
Pier 1 Imports (U.S.), Inc.	HSBC Bank Canada (CN) / BOM	Canadian Store	5001	Store Account	1,459
Pier 1 Imports (U.S.), Inc.	Huntington Bank	Store	7847	Store Account	
Pier 1 Imports (U.S.), Inc.	Huntington Bank	Store	1959	Store Account	
Pier 1 Imports (U.S.), Inc.	Huntington Bank	Store	1173	Store Account	
Pier 1 Imports (U.S.), Inc.	KeyBank (US)	Store	3853	Master Account	18,865
Pier 1 Imports (U.S.), Inc.	KeyBank (US)	Store	6994	Store Account	0
Pier 1 Imports (U.S.), Inc.	KeyBank (US)	Store	6846	Store Account	0
Pier 1 Imports (U.S.), Inc.	KeyBank (US)	Store	6887	Store Account	0
Pier 1 Imports (U.S.), Inc.	KeyBank (US)	Store	9758	Store Account	0
Pier 1 Imports (U.S.), Inc.	KeyBank (US)	Store	6960	Store Account	0
Pier 1 Imports (U.S.), Inc.	KeyBank (US)	Store	6978	Store Account	0
Pier 1 Imports (U.S.), Inc.	KeyBank (US)	Store	6986	Store Account	0
Pier 1 Imports (U.S.), Inc.	KeyBank (US)	Store	8319	Store Account	0
Pier 1 Imports (U.S.), Inc.	KeyBank (US)	Store	6049	Store Account	0
Pier 1 Imports (U.S.), Inc.	KeyBank (US)	Store	7780	Store Account	0
Pier 1 Imports (U.S.), Inc.	KeyBank (US)	Store	4317	Store Account	0
Pier 1 Imports (U.S.), Inc.	KeyBank (US)	Store	0838	Store Account	0
Pier 1 Imports (U.S.), Inc.	KeyBank (US)	Store	7417	Store Account	0
Pier 1 Imports (U.S.), Inc.	KeyBank (US)	Store	5241	Store Account	0
Pier 1 Imports (U.S.), Inc.	KeyBank (US)	Store	3398	Store Account	0
Pier 1 Imports (U.S.), Inc.	KeyBank (US)	Store	5073	Store Account	0
Pier 1 Imports (U.S.), Inc.	KeyBank (US)	Store	3920	Store Account	0
Pier 1 Imports (U.S.), Inc.	KeyBank (US) (f/k/a First Niagara Bank)	Store	4989	Master Account	19,777
Pier 1 Imports (U.S.), Inc.	KeyBank (US) (f/k/a First Niagara Bank)	Store	3459	Store Account	0
Pier 1 Imports (U.S.), Inc.	KeyBank (US) (f/k/a First Niagara Bank)	Store	3467	Store Account	0
Pier 1 Imports (U.S.), Inc.	KeyBank (US) (f/k/a First Niagara Bank)	Store	4971	Store Account	0
Pier 1 Imports (U.S.), Inc.	KeyBank (US) (f/k/a First Niagara Bank)	Store	4955	Store Account	0
Pier 1 Imports (U.S.), Inc.	KeyBank (US) (f/k/a First Niagara Bank)	Store	0046	Store Account	0
Pier 1 Imports (U.S.), Inc.	KeyBank (US) (f/k/a First Niagara Bank)	Store	4948	Store Account	0
Pier 1 Imports (U.S.), Inc.	KeyBank (US) (f/k/a First Niagara Bank)	Store	3434	Store Account	0
Pier 1 Imports (U.S.), Inc.	KeyBank (US) (f/k/a First Niagara Bank)	Store	4963	Store Account	0
Pier 1 Imports (U.S.), Inc.	KeyBank (US) (f/k/a First Niagara Bank)	Store	2857	Store Account	0
Pier 1 Imports (U.S.), Inc.	KeyBank (US) (f/k/a First Niagara Bank)	Store	0466	Store Account	0
Pier 1 Imports (U.S.), Inc.	KeyBank (US) (f/k/a First Niagara Bank)	Store	4922	Store Account	0
Pier 1 Imports (U.S.), Inc.	KeyBank (US) (f/k/a First Niagara Bank)	Store	0515	Store Account	0
Pier 1 Imports (U.S.), Inc.	KeyBank (US) (f/k/a First Niagara Bank)	Store	3442	Store Account	0
Pier 1 Imports (U.S.), Inc.	KeyBank (US) (f/k/a First Niagara Bank)	Store	0053	Store Account	0
Pier 1 Imports (U.S.), Inc.	M&T Bank (US)	Store	0478	Store Account	9,403
Pier 1 Imports (U.S.), Inc.	Middlesex Savings Bank	Store	1696	Store Account	0
Pier 1 Imports (U.S.), Inc.	PNC Bank (US)	Store	3177	Store Account	183,790

Exhibit 2

Bank Accounts

Entity	Bank Name	Store/Corporate	Account Number (Ending)	Account type	Estimated Balance
Pier 1 Imports (U.S.), Inc.	Regions Bank (US)	Store	0158	Master Account	79,278
Pier 1 Imports (U.S.), Inc.	Regions Bank (US)	Store	4271	Store Account	0
Pier 1 Imports (U.S.), Inc.	Regions Bank (US)	Store	1077	Store Account	0
Pier 1 Imports (U.S.), Inc.	Regions Bank (US)	Store	0868	Store Account	0
Pier 1 Imports (U.S.), Inc.	Regions Bank (US)	Store	4940	Store Account	0
Pier 1 Imports (U.S.), Inc.	Regions Bank (US)	Store	1093	Store Account	0
Pier 1 Imports (U.S.), Inc.	Regions Bank (US)	Store	2832	Store Account	0
Pier 1 Imports (U.S.), Inc.	Regions Bank (US)	Store	1107	Store Account	0
Pier 1 Imports (U.S.), Inc.	Regions Bank (US)	Store	4336	Store Account	0
Pier 1 Imports (U.S.), Inc.	Regions Bank (US)	Store	1115	Store Account	0
Pier 1 Imports (U.S.), Inc.	Regions Bank (US)	Store	5421	Store Account	0
Pier 1 Imports (U.S.), Inc.	Regions Bank (US)	Store	8711	Store Account	0
Pier 1 Imports (U.S.), Inc.	Regions Bank (US)	Store	8479	Store Account	0
Pier 1 Imports (U.S.), Inc.	Regions Bank (US)	Store	8487	Store Account	0
Pier 1 Imports (U.S.), Inc.	Regions Bank (US)	Store	2875	Store Account	0
Pier 1 Imports (U.S.), Inc.	Regions Bank (US)	Store	2901	Store Account	0
Pier 1 Imports (U.S.), Inc.	Regions Bank (US)	Store	0051	Store Account	0
Pier 1 Imports (U.S.), Inc.	Regions Bank (US)	Store	1546	Store Account	0
Pier 1 Imports (U.S.), Inc.	Regions Bank (US)	Store	2840	Store Account	0
Pier 1 Imports (U.S.), Inc.	Regions Bank (US)	Store	2891	Store Account	0
Pier 1 Imports (U.S.), Inc.	Regions Bank (US)	Store	9932	Store Account	0
Pier 1 Imports (U.S.), Inc.	Regions Bank (US)	Store	7792	Store Account	0
Pier 1 Imports (U.S.), Inc.	Regions Bank (US)	Store	2883	Store Account	0
Pier 1 Imports (U.S.), Inc.	Regions Bank (US)	Store	8509	Store Account	0
Pier 1 Imports (U.S.), Inc.	Regions Bank (US)	Store	2859	Store Account	0
Pier 1 Imports (U.S.), Inc.	Regions Bank (US)	Store	1131	Store Account	0
Pier 1 Imports (U.S.), Inc.	Regions Bank (US)	Store	1158	Store Account	0
Pier 1 Imports (U.S.), Inc.	Regions Bank (US)	Store	4464	Store Account	0
Pier 1 Imports (U.S.), Inc.	Regions Bank (US)	Store	3707	Store Account	0
Pier 1 Imports (U.S.), Inc.	Regions Bank (US)	Store	9924	Store Account	0
Pier 1 Imports (U.S.), Inc.	Regions Bank (US)	Store	8437	Store Account	0
Pier 1 Imports (U.S.), Inc.	Regions Bank (US)	Store	1174	Store Account	0
Pier 1 Imports (U.S.), Inc.	Regions Bank (US)	Store	3355	Store Account	0
Pier 1 Imports (U.S.), Inc.	Regions Bank (US)	Store	8340	Store Account	0
Pier 1 Imports (U.S.), Inc.	Regions Bank (US)	Store	8614	Store Account	0
Pier 1 Imports (U.S.), Inc.	Regions Bank (US)	Store	4340	Store Account	0
Pier 1 Imports (U.S.), Inc.	Royal Bank of Canada	Canadian Store	2639	Store Account	49,517
Pier 1 Imports (U.S.), Inc.	Santander	Store	4940	Store Account	0
Pier 1 Imports (U.S.), Inc.	Scotia Bank (CN)	Canadian Store	5514	Store Account	38,307
Pier 1 Imports (U.S.), Inc.	Summit Community Bank	Store	3590	Store Account	0
Pier 1 Imports (U.S.), Inc.	SunTrust Bank (US)	Store	9112	Store Account	64,540
Pier 1 Imports (U.S.), Inc.	TD Bank Canada	Canadian Store	4626	Store Account	32,798
Pier 1 Imports (U.S.), Inc.	TD Banknorth (TD Bank)	Store	4972	Store Account	56,383
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	8338	Master Account	103,891
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	9300	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	3166	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	3182	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	8949	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	3208	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	0241	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	9383	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	1126	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	8944	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	3224	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	1061	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	4936	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	3232	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	1241	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	2776	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	4003	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	9987	Store Account	0

Exhibit 2

Bank Accounts

Entity	Bank Name	Store/Corporate	Account Number (Ending)	Account type	Estimated Balance
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	0707	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	8022	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	9342	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	1308	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	3257	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	0274	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	1948	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	3273	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	1498	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	8956	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	3299	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	1997	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	3307	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	3315	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	0258	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	3331	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	8415	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	8881	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	3349	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	7500	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	0940	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	2915	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	5521	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	5760	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	3372	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	2348	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	3380	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	5522	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	3422	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	3430	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	3448	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	6299	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	8345	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	8990	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	9698	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	9797	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	3709	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	7569	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	1352	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	7077	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	1485	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	1477	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	5156	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	8899	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	3168	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	9771	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	9995	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	9721	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	2511	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	1852	Store Account	0
Pier 1 Imports (U.S.), Inc.	U.S. Bank (US)	Store	6949	Store Account	0
Pier 1 Imports (U.S.), Inc.	United National Bank of Parkersburg	Store	3780	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	2636	Master Account	824,146
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	2166	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	9742	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	6665	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	8535	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	9265	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	5829	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	6673	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	0094	Store Account	0

Exhibit 2

Bank Accounts

Entity	Bank Name	Store/Corporate	Account Number (Ending)	Account type	Estimated Balance
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	2317	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	5277	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	5634	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	6699	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	8845	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	5285	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	0052	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	5293	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	2309	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	6707	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	6715	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	2454	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	8738	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	2280	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	2349	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	0025	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	0086	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	0044	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	9432	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	6723	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	4823	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	3619	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	2234	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	2398	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	2109	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	9815	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	5702	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	2406	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	9220	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	2117	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	9857	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	2125	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	8852	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	4856	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	4460	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	5242	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	5717	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	6756	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	8753	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	9938	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	1162	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	8761	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	5236	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	3046	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	5244	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	4789	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	5803	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	9730	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	6772	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	9946	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	7872	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	6780	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	8710	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	2518	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	6798	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	0109	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	9845	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	1437	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	9954	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	6814	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	5351	Store Account	0

Exhibit 2

Bank Accounts

Entity	Bank Name	Store/Corporate	Account Number (Ending)	Account type	Estimated Balance
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	9962	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	6822	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	9970	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	8801	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	9273	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	5746	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	8744	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	6830	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	3398	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	5665	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	4762	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	3836	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	8751	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	5837	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	8787	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	0033	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	6855	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	8769	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	8777	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	4973	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	2242	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	8785	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	8803	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	5811	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	3156	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	1427	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	0998	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	6871	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	6889	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	6897	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	1370	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	2570	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	3949	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	6905	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	6475	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	0572	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	0002	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	8445	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	7987	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	9263	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	6913	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	0010	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	9881	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	0465	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	6939	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	6947	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	8514	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	7602	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	6242	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	9251	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	4779	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	5846	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	3503	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	6954	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	1170	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	6798	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	6962	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	6970	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	0122	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	0878	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	9240	Store Account	0

Exhibit 2

Bank Accounts

Entity	Bank Name	Store/Corporate	Account Number (Ending)	Account type	Estimated Balance
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	5753	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	6988	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	8620	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	6996	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	0984	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	0616	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	7010	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	1693	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	1595	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	7028	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	1551	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	2420	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	6671	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	1004	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	6663	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	8472	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	8607	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	2244	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	2130	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	5679	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	4366	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	4099	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	7036	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	8526	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	8599	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	8581	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	3633	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	9837	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	6070	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	6959	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	4849	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	8860	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	4039	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	8573	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	7044	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	2148	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	8837	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	5413	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	7051	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	7069	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	4787	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	8557	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	7077	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	5702	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	1384	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	3200	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	1567	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	1603	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	7093	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	9926	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	3926	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	0741	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	2285	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	6463	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	7101	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	5986	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	4548	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	9652	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	7848	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	5761	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	7409	Store Account	0

Exhibit 2

Bank Accounts

Entity	Bank Name	Store/Corporate	Account Number (Ending)	Account type	Estimated Balance
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	5948	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	5795	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	5710	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	5149	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	7573	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	1203	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	6356	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	2291	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	2354	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	7741	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	3317	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	9052	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	5395	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	7143	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	7899	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	5184	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	8807	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	8878	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	0295	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	1130	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	5043	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	5787	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	0987	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	0908	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	4927	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	7514	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	7150	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	5533	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	5591	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	2372	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	2549	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	7168	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	5558	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	3622	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	0077	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	3614	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	4795	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	7200	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	9736	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	2209	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	1046	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	7226	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	5642	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	7234	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	3627	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	6372	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	7594	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	6832	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	1392	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	8229	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	6824	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	1873	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	8237	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	2455	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	8030	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	4831	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	5725	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	4484	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	7864	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	2425	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	4476	Store Account	0

Exhibit 2

Bank Accounts

Entity	Bank Name	Store/Corporate	Account Number (Ending)	Account type	Estimated Balance
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	0923	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	9135	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	0766	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	2283	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	9196	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	5377	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	5291	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	8565	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	5609	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	3969	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	5719	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	3977	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	3931	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	0956	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	0980	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	3630	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	7264	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	8143	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	7004	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	5598	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	3619	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	4051	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo (US)	Store	7127	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wesbanco Bank	Store	5661	Store Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo	Corporate	6030	Receipt Concentration Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo	Corporate	0820	Main Concentration Account	2,353,709
Pier 1 Imports (U.S.), Inc.	Wells Fargo	Corporate	5015	Store Concentration Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo	Corporate	4606	Deposit Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo	Corporate	5559	Disbursement Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo	Corporate	8395	Disbursement Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo	Corporate	0001	Inactive Account	0
Pier 1 Imports (U.S.), Inc.	Wells Fargo	Corporate	6337	Investment Account	2,245,993
Pier 1 Imports (U.S.), Inc.	Bank of America	Corporate	2471	Disbursement Account	4,013,435
Pier 1 Imports (U.S.), Inc.	Bank of America	Corporate	7502	Disbursement Account	0
Pier 1 Imports (U.S.), Inc.	Bank of America	Corporate	7925	Inactive Account	0
Pier 1 Imports (U.S.), Inc.	Bank of America	Corporate	0905	Inactive Account	0
Pier 1 Imports (U.S.), Inc.	Bank of America	Corporate	4708	Inactive Account	0
Pier 1 Imports (U.S.), Inc.	Bank of America	Corporate	5A11	Investment Account	3,367
Pier 1 Imports (U.S.), Inc.	Bank of America, London	Corporate	9017	Operating Account	5,975
Pier 1 Imports (U.S.), Inc.	RBC	Canadian Corporate	2621	Canadian Concentration	2,631,214
Pier 1 Imports (U.S.), Inc.	RBC	Canadian Corporate	2647	Canadian Disbursement	0
Pier 1 Imports (U.S.), Inc.	RBC	Canadian Corporate	4679	Canadian Disbursement	0
Pier 1 Imports (U.S.), Inc.	RBC	Canadian Corporate	4638	Canadian Operating Account	0
Pier 1 Imports (U.S.), Inc.	RBC	Canadian Corporate	2440	Investment Account	672,633
Pier 1 Imports (U.S.), Inc.	Bank of Montreal	Canadian Corporate	6982	Letter of Credit Account	24,900
Pier 1 Imports (U.S.), Inc.	Chase	Corporate	9428	Operating Account	0
Pier 1 Imports (U.S.), Inc.	Chase	Corporate	7301	Earnings Credit Rate Account	950
Pier 1 Imports, Inc.	Wells Fargo	Corporate	6105	Disbursement Account	90,210
Pier 1 Imports, Inc.	Wells Fargo	Corporate	6418	Investment Account	45,165
Pier 1 Services Co.	Wells Fargo	Corporate	6089	Disbursement Account	220,350
Pier 1 Services Co.	Wells Fargo	Corporate	5772	Disbursement Account	0
Pier 1 Services Co.	Wells Fargo	Corporate	6416	Investment Account	172,801
Pier 1 Services Co.	Bank of America	Corporate	2484	Disbursement Account	2,387,476
Pier 1 Services Co.	Bank of America	Corporate	7510	Disbursement Account	0
Pier 1 Value Services, LLC	HSBC	Corporate	5895	Business Savings Account	7,028
Pier 1 Value Services, LLC	Wells Fargo	Corporate	6113	Disbursement Account	50
Pier 1 Value Services, LLC	Wells Fargo	Corporate	6419	Investment Account	3,329
Pier Licensing, Inc.	Wells Fargo	Corporate	3289	Licensing Account	6,050
PIR Trading, Inc.	Wells Fargo	Corporate	3636	Investment Account	4,147
PIR Trading, Inc.	Wells Fargo	Corporate	2083	Deposit Account	709

TAB O

THIS IS EXHIBIT "O" REFERRED TO IN THE
AFFIDAVIT OF GRAEME ROTRAND SWORN
BEFORE ME THIS 18TH DAY
OF FEBRUARY, 2020

A handwritten signature in cursive script, appearing to read "Notary Public", written over a horizontal line.

Notary Public in and for the Province of Ontario

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Proposed Co-Counsel to the Debtors and Debtors in Possession

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION**

In re:)	
	)	Chapter 11
)	
PIER 1 IMPORTS, INC., <i>et al.</i> , ¹	)	Case No. 20-30805 (KRH)
)	
Debtors.	)	(Joint Administration Requested)
)	

**DEBTORS’ MOTION FOR ENTRY OF
INTERIM AND FINAL ORDERS (I) AUTHORIZING THE
DEBTORS TO (A) PAY PREPETITION WAGES, SALARIES, OTHER
COMPENSATION, AND REIMBURSABLE EXPENSES AND (B) CONTINUE
EMPLOYEE BENEFITS PROGRAMS, AND (II) GRANTING RELATED RELIEF**

The above-captioned debtors and debtors in possession (collectively, the “Debtors”)² respectfully state as follows in support of this motion (this “Motion”):

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are set forth in the *Debtors’ Motion for Entry of an Order (I) Directing Joint Administration of Chapter 11 Cases and (II) Granting Related Relief* filed contemporaneously herewith. The location of the Debtors’ service address is 100 Pier 1 Place, Fort Worth, Texas 76102.

² A detailed description of the Debtors and their business, and the facts and circumstances supporting the Debtors’ chapter 11 cases, are set forth in greater detail in the *Declaration of Robert J. Riesbeck, Chief Executive Officer of Pier 1 Imports, Inc., in Support of Chapter 11 Petitions and First Day Motions* (the “First Day Declaration”) filed contemporaneously with the Debtors’ voluntary petitions for relief filed under chapter 11 of title 11 of the

Relief Requested

1. The Debtors seek entry of interim and final orders, substantially in the forms attached hereto as **Exhibit A** and **Exhibit B** (the “Interim Order” and the “Final Order,” respectively), (a) authorizing the Debtors to (i) pay all prepetition wages, salaries, reimbursable expenses, and other obligations on account of the Employee Compensation and Benefits Programs (as defined below) in the ordinary course of business and (ii) continue to administer the Employee Compensation and Benefits Programs in the ordinary course of business and (b) granting related relief. In addition, the Debtors request that the Court schedule a final hearing within 21 days of the commencement of these chapter 11 cases to consider approval of this Motion on a final basis.

Jurisdiction and Venue

2. The United States Bankruptcy Court for the Eastern District of Virginia (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference from the United States District Court for the Eastern District of Virginia*, dated August 15, 1984. The Debtors confirm their consent, pursuant to rule 7008 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), to the entry of a final order by the Court in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

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

4. The bases for the relief requested herein are sections 105(a), 362(d), 363(b), and 507(a) of the Bankruptcy Code, Bankruptcy Rules 6003 and 6004, and rule 9013-1 of the

United States Code (the “Bankruptcy Code”). Capitalized terms used but not otherwise defined in this Motion shall have the meanings ascribed to them in the First Day Declaration or as later defined herein, as applicable.

Local Rules of the United States Bankruptcy Court for the Eastern District of Virginia (the “Local Bankruptcy Rules”).

Background

5. The Debtors are a leading omni-channel retailer of unique home décor, furniture, and accessories. Their retail approach has focused on providing the discerning customer a curated mix of home goods from artisans around the world. The Debtors offer their merchandise through 923 stores throughout the United States and Canada as well as online through their U.S. e-commerce website. The Debtors are headquartered in Fort Worth, Texas and currently employ approximately 17,000 non-seasonal employees. On January 6, 2020, the Debtors announced the closing of up to 450 of their stores, and in connection with the filing of these chapter 11 cases, the Debtors announced the closing of all Canadian operations.

6. The Debtors commenced these chapter 11 cases to facilitate a timely and efficient process that will maximize the value of the Debtors’ estates for the benefit of all stakeholders. The Debtors will wind down those brick-and-mortar stores not part of their go-forward plan and will seek to implement a value-maximizing going-concern transaction for the remaining operations.

7. As of the Petition Date, each of the Debtors filed a petition with the Court under chapter 11 of the Bankruptcy Code. The Debtors will also file for relief under the Companies’ Creditors Arrangement Act (Canada). The Debtors continue to operate their businesses and manage their properties as debtors and debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. Concurrently with the filing of this motion, the Debtors have requested procedural consolidation and joint administration of these 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 committees have been appointed or designated.

The Debtors' Workforce

8. The Debtors employ over 3,600 individuals on a full-time basis and 14,100 individuals on a part-time basis (collectively, the "Employees") in the United States and Canada.³ Approximately 16,100 Employees are paid on an hourly basis, and approximately 1,600 Employees earn a salary.⁴ The Employees are not party to any collective bargaining agreements.

9. In addition to the Employees, the Debtors also periodically retain specialized individuals as independent contractors (the "Independent Contractors"), as well as temporary workers to fulfill certain duties when the Debtors are otherwise unable to fill required positions (the "Temporary Staff"). The Debtors source the Temporary Staff either directly or from various staffing agencies and do not pay the individual workers directly. The Independent Contractors and Temporary Staff are an important supplement to the efforts of the Debtors' Employees. At this time, the Debtors retain approximately 50 Independent Contractors.

10. The Debtors' Employees, Independent Contractors, and Temporary Staff perform a wide variety of functions critical to the Debtors' operations at the Debtors' home office, distribution centers, and stores. Certain of these individuals are highly trained and have an essential working knowledge of the Debtors' business that cannot be easily replaced. Additionally, certain of the Temporary Staff provide services necessary to continue the Debtors' store-level operations, and without their continued utilization would require the Debtors to expend additional resources in this current, competitive labor market. Without the continued, uninterrupted services

³ On January 6, 2020, the Debtors announced the closing of up to 450 stores and reduction of workforce in the home office. The Debtors estimate that approximately 6,000 employees will be terminated during these chapter 11 cases.

⁴ The included figures do not include seasonal staff which the Debtors do not anticipate utilizing during these chapter 11 cases.

of their Employees, Independent Contractors, and Temporary Staff, the Debtors' reorganization efforts will be severely hampered.

Employee Compensation and Benefits Programs

11. The Debtors maintain the following compensation and benefits programs and pay various administrative fees and premiums in connection therewith (each as defined herein, and together, the "Employee Compensation and Benefits Programs"):

- Employee Compensation;
- Independent Contractor and Temporary Staff Compensation;
- Payroll Processing Fees;
- Withholding Obligations;
- Reimbursable Expenses;
- Charitable Donations;
- Relocation Expenses;
- Employee Discount;
- Non-Insider Employee Incentive Programs;
- U.S. Health Programs;
- Canada Health Programs;
- U.S. Life Insurance and Disability Programs;
- Canada Life Insurance and Disability Programs;
- Workers' Compensation Program;
- Retirement Plans;
- Paid Leave and Unpaid Leave;
- Non-Insider Employee Severance Program; and
- Postpetition Non-Employee Director Compensation.

12. The vast majority of Employees rely exclusively or primarily on the Employee Compensation and Benefits Programs to pay their daily living expenses and support themselves or their families. Thus, Employees will face significant financial consequences if the Debtors are not

permitted to continue the Employee Compensation and Benefits Programs in the ordinary course of business. The Debtors seek to minimize the personal hardship the Employees and Temporary Employees would suffer if employee obligations are not paid when due or as expected. Consequently, the relief requested is necessary and appropriate.

13. Subject to the Court’s approval, the Debtors intend to continue their Employee Compensation and Benefits Programs in the ordinary course, including honoring prepetition obligations due thereunder. The Debtors further request confirmation of their right to modify, change, and discontinue any of their Employee Compensation and Benefits Programs and to implement new programs, policies, and benefits in the ordinary course of business during these chapter 11 cases, in each case, in their discretion and without the need for further Court approval, subject to other orders entered in these chapter 11 cases, any agreements executed in contemplation of these chapter 11 cases, and the requirements of the Bankruptcy Code.

14. Specifically, by this Motion, the Debtors seek authority, but not direction, to pay the following aggregate prepetition amounts on account of the Employee Compensation and Benefits Programs:

Employee-Related Obligations	Interim Amount	Final Amount
Employee Compensation	\$9,600,000	\$9,600,000
Independent Contractor and Temporary Staff Compensation	\$347,000	\$347,000
Payroll Processing Fees	\$0	\$0
Withholding Obligations	\$3,800,000	\$3,800,000
Reimbursable Expenses	\$187,100	\$187,100
Charitable Donations	N/A	\$0
Relocation Expenses	\$0	\$30,000
Employee Discount	\$0	\$0
Non-Insider Employee Incentive Programs	\$0	\$0
U.S. Health Programs	\$2,220,220	\$4,820,220
Canada Health Programs	\$50,000	\$50,000
U.S. Life Insurance and Disability Programs	\$51,000	\$51,000

Employee-Related Obligations	Interim Amount	Final Amount
Canada Life Insurance and Disability Programs	\$33,000	\$33,000
Workers' Compensation Programs	\$910,000	\$24,110,000 ⁵
Retirement Plans	\$112,000	\$155,200
Paid and Unpaid Leave	\$0	\$8,300,000 ⁶
Non-Insider Employee Severance Program	N/A	\$0
Postpetition Non-Employee Director Compensation	N/A	\$0

15. The Debtors do not believe that amounts owed to any Employees on account of the Employee Compensation and Benefits Programs will exceed the statutory cap of \$13,650 under sections 507(a)(4) and 507(a)(5) of the Bankruptcy Code. For the avoidance of doubt, the Debtors do not seek authority to pay any amounts in excess of \$13,650 per Employee pursuant to the Interim Order. The Debtors do, however, seek authority to pay amounts in excess of \$13,650, solely pursuant to the Final Order, in the event that it is determined that payment of certain prepetition amounts owed on account of Employee Compensation and Benefits are in excess of \$13,650. For the avoidance of doubt, the Debtors seek authority, but not direction, to pay amounts on account of the Educational Reimbursements, Charitable Donations, certain of the Retirement Plans, Non-Insider Employee Severance Program, and Director Compensation (each as defined herein) only pursuant to the Final Order.

I. Compensation and Withholding Obligations.

A. Employee Compensation.

16. The Debtors pay Employees' wages, salaries, and other compensation (excluding reimbursable expenses, non-insider Employee incentive programs, non-insider

⁵ This amount includes all prepetition claims on account of the Workers' Compensation Programs, the overwhelming majority of which will not come due during these chapter 11 cases.

⁶ For the avoidance of doubt, the Paid and Unpaid Leave is not a current cash payment obligation.

Employee severance programs, and paid leave) on a weekly or bi-weekly basis (collectively, the “Employee Compensation”). Approximately 2,300 Employees are paid on a weekly basis and 15,400 are paid on a bi-weekly basis. Because Employees are paid in arrears, many Employees will be owed accrued but unpaid Employee Compensation as of the Petition Date. Employee Compensation may also be due and owing as of the Petition Date because of, among other things, potential discrepancies between the amounts paid and the amounts that Employees believe they should have been paid, which, upon resolution, may reveal that additional amounts are owed to such Employees, or as a result of Employees holding uncashed paper paychecks as of the Petition Date. In the 12 months before the Petition Date, the Debtors spent an average of approximately \$24.7 million per month on Employee Compensation.

17. As of the Petition Date, the Debtors estimate that the amount of accrued but unpaid obligations owed to Employees is approximately \$9.6 million on account of Employee Compensation earned before the Petition Date, all of which is expected to come due during the first 21 days of these chapter 11 cases (the “Interim Period”). The Debtors do not believe they owe any Employees amounts in excess of \$13,650.

B. Independent Contractors and Temporary Staff.

18. The Debtors rely on Independent Contractors and Temporary Staff in the ordinary course of their business. These Independent Contractors and Temporary Staff perform certain services critical to the Debtors’ operations, including, among other things, administrative functions, such as accounting support, advertising and information technology services, creative freelancing, and operational functions related to the Debtors’ retail business. The Debtors rely on Independent Contractors and Temporary Staff to complete discrete projects in furtherance of the Debtors’ business and to fill positions that are not economically feasible to employ on a full- or

part-time basis. The Debtors believe the authority to continue paying Independent Contractors, Temporary Staff is critical to minimize disruption of the Debtors' continued business operations.

19. On a monthly basis, the Debtors spend on average approximately \$500,000 on Independent Contractors and Temporary Staff (the "Independent Contractor and Temporary Staff Compensation"). As of the Petition Date, the Debtors estimate that Independent Contractors and Temporary Staff are owed an aggregate of approximately \$347,000 on account of accrued services rendered prior to the Petition Date, all of which is expected to come due during the Interim Period. The Debtors do not believe they owe any Independent Contractors or Temporary Staff amounts in excess of \$13,650.

C. Payroll Processing Fees.

20. The Debtors utilize the services of third-party payroll processors ADP, LLC and ADP Canada Co. (together, "ADP") to process employment taxes, and provide remittance services for the U.S.-based Employees and administer payroll and several other employee related benefits programs for the Canada-based Employees. The Debtors utilize their own systems and accounts to process payroll for U.S.-based Employees, outside of ADP's role in processing employment taxes.⁷ On an average monthly basis, the Debtors pay administration fees of approximately \$23,000 to ADP (the "Payroll Processing Fees"). As of the Petition Date, the Debtors do not believe that there are any amounts outstanding on account of the Payroll Processing Fees.

⁷ Additional details regarding the accounts and features of the Debtors' U.S.-based payroll processing is set forth in the Debtors' 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 (D) Perform Intercompany Transactions, and (II) Granting Related Relief filed contemporaneously herewith.

D. Withholding Obligations.

21. During each applicable pay period, the Debtors routinely deduct certain amounts from Employees' paychecks, including, without limitation, garnishments, levies, child support and related fees, and pre-tax deductions payable pursuant to certain of the Health and Welfare Programs (as defined below) discussed herein, such as an Employee's share of healthcare benefits and insurance premiums, 401(k) contributions, legally ordered deductions, and miscellaneous deductions, such as employee-elected charitable contributions (collectively, the "Deductions"), and forward such amounts to various third-party recipients. In the 12 months before the Petition Date, average monthly Deductions were approximately \$1.6 million. The Debtors estimate that as of the Petition Date, they hold (or have accrued an obligation to deduct from the upcoming Employee paychecks) approximately \$600,000 in such Deductions.

22. In addition to the Deductions, federal, state and foreign laws require the Debtors to withhold certain amounts related to federal, state, provincial and local income taxes, Medicare taxes and Social Security, and in Canada, Canada Pension Plan ("CPP") and federal unemployment insurance (collectively, the "Employee Payroll Taxes") for remittance to the appropriate federal, state, provincial or local taxing authority. The Debtors must then match Employee Payroll Taxes and pay, from their own account, certain amounts for Social Security, Medicare taxes, CPP, federal and state unemployment insurance, and certain other provincial taxes (the "Employer Payroll Taxes" and, together with the Employee Payroll Taxes, the "Payroll Taxes"). The majority of Payroll Taxes are processed and forwarded to the appropriate federal, state, provincial, or local taxing authority within a few days of when Employees' payroll checks are disbursed, or on a monthly or quarterly basis in accordance with applicable state, provincial, and local taxing authority requirements. In the 12 months before the Petition Date, average monthly Payroll Taxes were approximately \$6.6 million.

23. As of the Petition Date, the Debtors estimate that the aggregate amount of accrued but unpaid Deductions and Payroll Taxes (together, the “Withholding Obligations”) is approximately \$3.8 million, all of which is expected to come due during the Interim Period. By this Motion, the Debtors seek authority, but not direction, to pay or deduct in a manner consistent with historical practice any unpaid, prepetition Withholding Obligations and to continue to honor the Withholding Obligations in the ordinary course of the Debtors’ business on a postpetition basis.

E. Reimbursable Expenses.

24. The Debtors reimburse certain Employees (including members of the board of directors) for certain expenses incurred in the scope of their duties (the “Reimbursable Expenses”). Reimbursable Expenses are typically associated with travel, transportation, lodging, and meals incurred in connection with business travel, and certain other work-related expenses. By this Motion, the Debtors seek authority, but not direction, to continue and pay amounts relating to Reimbursable Expenses, including unpaid amounts owed on account of Reimbursable Expenses incurred through Employees’ personal funds and/or corporate credit cards, administrative fees related to Reimbursable Expenses, as well as the Business Vehicle Reimbursement Plan, the Business Travel Account, the Educational Reimbursements, and the Technology Reimbursements (each as defined below).

1. Personal Funds.

25. Eligible Employees and directors may elect to use their personal credit cards or cash (collectively, the “Personal Funds”) and seek reimbursement from the Debtors for Reimbursable Expenses, excluding certain travel expenses. Because these expenses are incurred through the use of Personal Funds, the Employee or director is personally liable for any unpaid obligations. The Debtors’ inability to reimburse such expenses would impose hardship on such individuals where the obligations were incurred for the Debtors’ benefit.

26. In the ordinary course of business, Employees submit their Reimbursable Expenses on an online platform called Expense Source. The Debtors then process reimbursement requests and pay the Employee or director for approved expenses. Expense Source greatly reduces the administrative burden that would otherwise fall on the Debtors related to the prompt payment of Reimbursement Expenses. The Debtors pay in advance approximately \$2,500 per month for Expense Source's services.

27. In the 12 months before the Petition Date, the Debtors spent approximately \$52,000 per month on account of Reimbursable Expenses incurred through use of Employees' Personal Funds. As of the Petition Date, the Debtors estimate that the aggregate amount of accrued but unpaid amounts owed to Employees and directors on account of Reimbursable Expenses incurred through their Personal Funds is \$82,000, all of which is expected to come due during the Interim Period.

2. Corporate Credit Cards.

28. The Debtors also provide certain Employees with corporate credit cards, issued through Bank of America (the "Corporate Credit Cards"). Currently, approximately 160 Corporate Credit Cards are used by Employees for Reimbursable Expenses. Additionally, directors at the Debtors' distribution centers have access to Corporate Credit Cards to make emergency purchases when the normal procurement process is insufficient to meet timing obligations. The Corporate Credit Cards are issued to Employees in each Employee's own name, however monthly statements are sent to the Debtors for administration. At the end of the month, the Debtors receive an aggregate invoice for all charges made on the Corporate Credit Cards. The Debtors are obligated to submit payment by the seventh day of the following month. Employees and the Debtors are liable on account of the Corporate Credit Cards and must make payments in a timely manner.

29. In the 12 months before the Petition Date, the average monthly amount paid on account of the Corporate Credit Cards was approximately \$184,000. As of the Petition Date, the Debtors estimate that the aggregate amount of accrued but unpaid amounts owed on account of the Corporate Credit Cards is approximately \$104,000, all of which is expected to come due during the Interim Period. Given the importance of Employees' ability to use the Corporate Credit Cards, the Debtors request authority to continue utilizing and making payments on account of the Corporate Credit Cards in the ordinary course of business.

3. Business Vehicle Reimbursement Plan.

30. The Debtors offer a business vehicle reimbursement plan to certain store director Employees (the "Business Vehicle Reimbursement Plan"). As of the Petition Date, four Employees participate in the Business Vehicle Reimbursement Plan. Store director-level Employees are eligible for reimbursement under the Business Vehicle Reimbursement Plan if the Employee is required to utilize a personal vehicle to monitor multiple stores as part of their normal obligations. Under the Business Vehicle Reimbursement Plan, the Debtors provide a flat payment of \$500 per month to each eligible Employee participating in the Business Vehicle Plan to cover vehicle costs, including insurance, license and registration fees, and taxes. There are no fees associated with administering the Business Vehicle Reimbursement Program. The Debtors estimate that the average annual cost of the Business Vehicle Reimbursement Plan is approximately \$36,000 per month. As of the Petition Date, the Debtors estimate that the aggregate amount of accrued but unpaid amounts owed on account of the Business Vehicle Reimbursement Plan is approximately \$1,000, all of which is expected to come due during the Interim Period.

4. Business Travel Account.

31. The Debtors also maintain a business travel account (the "Business Travel Account"). All travel reservations and modifications are required to be

made utilizing the Business Travel Account and related services provided by ETC Group, Inc. (“ETC”). These travel expenses are billed to the Corporate Credit Cards maintained by the Debtors’ corporate offices and paid directly by the Debtors. Fees associated with ETC’s services are paid as part of the applicable travel booking. No reimbursements are made to Employees on account of travel expenses and fees billed through the Business Travel Account. The Debtors do not believe any amounts are outstanding as of the Petition Date. Accordingly, the Debtors seek the authority, but not direction, to maintain the Business Travel Account and their use of ETC in the ordinary course of business.

5. Educational Reimbursements (Final Order Only).

32. In the ordinary course of business, the Debtors provide educational assistance payments to a limited group of non-Insider Employees (the “Educational Reimbursements”). The Debtors have discontinued the Educational Reimbursements, however maintain the program for Employees who have been in the process of completing a degree during or before 2018. The Educational Reimbursements are approved after the Employee has already completed the course, and are subject to a 12-month clawback. The Debtors pay approximately \$28,000 on an annual basis on account of the Educational Reimbursements. As of the Petition Date, the Debtors do not believe any amounts are outstanding on account of the Educational Reimbursements. Accordingly, the Debtors seek the authority, but not direction, to maintain the Educational Reimbursements.

6. Technology Reimbursements.

33. In the ordinary course of business, certain of the Debtors’ Employees utilize their personal cell phones as part of their job functions. In compliance with laws in certain states in which the Debtors operate, the Debtors reimburse a portion of Employees’ voice and data charges each month (the “Technology Reimbursements”). The Debtors pay approximately \$30 to \$50 per

month, per Employee to five Employees on account of the Technology Reimbursements. As of the Petition Date, the Debtors estimate that the aggregate amount of accrued but unpaid amounts owed for Technology Reimbursements is approximately \$100, all of which is expected to come due during the Interim Period.

F. Charitable Donations (Final Order Only).⁸

34. In the ordinary course of business, the Debtors have provided support to various local and national charitable organizations (collectively, the “Charitable Donations”). As of the Petition Date, the Debtors do not believe they owe any amounts on account of the Charitable Donations. By this Motion, the Debtors seek authority, but not direction, to continue the Charitable Donations in the ordinary course of business.

G. Relocation Expenses.

35. In the ordinary course of business, the Debtors also pay certain expenses of Employees that are transferred in connection with their job (the “Relocation Expenses”). The majority of Relocation Expenses are either reimbursed to the Employees or directly billed to the Debtors by TRC Global Mobility, Inc., the Debtors’ relocation provider. The Relocation Expenses include, but are not limited to, costs associated with the transportation of household goods, lease cancellation expenses, certain tax assistance, eligible home sale and purchase closing cost expenses, temporary living accommodations, and other covered expenses. The amount of Relocation Expenses depends on the applicable Employee’s level and the complexity of the

⁸ In the ordinary course of business, the Debtors maintain programs whereby charitable donations are accepted from customers at stores on behalf of various charitable organizations. The Debtors seek relief regarding these programs pursuant to the *Debtors’ Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to Maintain and Administer Their Existing Customer Programs and Honor Certain Prepetition Obligations Related Thereto and (II) Granting Related Relief* filed contemporaneously herewith.

relocation. Currently there are six Employees who are in the process of transferring in connection with their job.

36. On an annual basis, the Debtors spend on average approximately \$320,000 on account of Relocation Expenses. As of the Petition Date, the Debtors estimate that the aggregate amount of accrued but unpaid Relocation Expenses is approximately \$30,000, none of which is expected to come due during the Interim Period.

H. Employee Discount.

37. Employees are entitled to a 25% discount off merchandise in the Debtors' store and on the Debtors' website (the "Employee Discount"). The Employee Discount is taken at the point of sale, so the Debtors are not liable for any amounts on account of the Employee Discount. The debtors request the authority, but not direction, to continue the Employee Discount in the ordinary course of business.

II. Non-Insider Employee Incentive Programs.⁹

38. The Debtors maintain Short-Term Incentive Programs and Long-Term Incentive Programs to motivate, reward, and retain certain of their non-insider Employees (each defined herein and collectively, the "Non-Insider Employee Incentive Programs").¹⁰

⁹ The Non-Insider Employee Incentive Programs are highly targeted programs with specific aims of incentivizing, retaining, and motivating certain Employees. Maintaining these programs is vital to the Debtors' operations. Out of an abundance of caution, to the extent that a Non-Insider Employee Incentive Program is not described herein, the Debtors request the authority, but not the direction, to maintain these Non-Insider Employee Incentive Programs in the ordinary course of business.

¹⁰ The Debtors also maintain a store closing bonus program for Employees at closing stores. The Debtors seek relief on account of such program pursuant to the *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to Assume the Consulting Agreement, (II) Authorizing and Approving the Conduct of Store Closing Sales, with Such Sales to be Free and Clear of All Liens, Claims, and Encumbrances, (III) Authorizing Customary Bonuses to Employees of Closing Stores, and (IV) Granting Related Relief* (the "Store Closing Motion"), filed contemporaneously herewith. For the avoidance of doubt, no payments on account of the Store Closing Bonus Plan (as defined in the Store Closing Motion) will be paid pursuant to the Non-Insider Incentive Programs.

A. Short-Term Incentive Programs.

39. In order to motivate and retain Employees, the Debtors maintain various short-term incentive programs, including the Field Programs, Home Office Programs, and DC Program (each as defined herein and together, the “Short-Term Incentive Programs”). The Debtors believe that the Short-Term Incentive Programs are integral to the Debtors’ business operations and align Employee interests with those of the Debtors and their key stakeholders. The Debtors maintain a cap on the Short-Term Incentive Programs of 200% of the applicable Employee’s benefit target.

1. Field Programs.

40. The Debtors maintain six Short-Term Incentive Programs for certain eligible Employees that work in or manage the Debtors’ stores (the “Field Programs”). The Field Programs are based on certain factors such as store sales levels and earned payroll hours and are paid out either monthly or quarterly depending on the program. Target payouts for Employees participating in the Field Programs range from \$2,250 per year in the case of hourly supervisors to 25% of base compensation in the case of the territory director.

2. Corporate Programs.

41. The Debtors maintain two Short-Term Incentive Programs for certain eligible corporate Employees (the “Corporate Programs”). The Corporate Programs are semi-annual and based on various company-wide performance metrics including revenue, EBITDA, and cost savings. Target payouts for Employees participating in the Corporate Programs range from \$400 per year in the case of hourly home office associates, to 75% of the applicable Employee’s base salary for the highest level non-Insider corporate Employees.

3. DC Program.

42. The Debtors also maintain one Short-Term Incentive Program for certain eligible Employees that work in the Debtors’ distribution center (the “DC Program”). The DC Program

rewards certain Employees monthly for increased productivity and additional hours worked. Target payouts for Employees participating in the DC program range from 5% to 20% of the applicable Employee's base-pay.

43. In anticipation of certain distribution center closings, the Debtors will utilize a retention program for certain distribution center Employees. For the avoidance of doubt, the Debtors will not incur any prepetition liabilities on account of this retention program.

B. Long-Term Incentive Programs (Final Order Only).

44. The Debtors also maintain ten long-term incentive programs for certain non-insider Employees (together, the "Long-Term Incentive Programs"). The Long-Term Incentive Programs provide cash and equity awards to certain Employees depending on their role within the organization and vest based on various metrics including the Employee's tenure and the Debtors' financial performance.

45. Payments on account of the Non-Insider Employee Incentive Programs totaled approximately \$5,100,000 and \$8,100,000 in 2018 and 2019, respectively. However, no prepetition amounts are currently outstanding on account of either the Short-Term Incentive Programs or the Long-Term Incentive Programs. Further, the Debtors do not anticipate any payments will come due on account of the Long-Term Incentive Program until at least June 2020.

46. The Debtors believe that the Non-Insider Employee Incentive Programs align Employee interests to the longevity of the Debtors and ensure that critical Employees remain with the Debtors. Further, eliminating or interrupting these Non-Insider Employee Incentive Programs would heavily affect Employee morale and commitment to the Debtors during the pendency of these chapter 11 cases.

47. As of the Petition Date, the Debtors do not believe there are any accrued but unpaid amounts owed on account of the Non-Insider Employee Incentive Programs. For the avoidance

of doubt, the Debtors seek the authority, but not direction, to continue the Non-Insider Employee Incentive Programs in the ordinary course of business.

III. Employee Benefit Programs.

A. Health and Welfare Programs.

48. The Debtors offer several health and welfare benefits programs to eligible current and former Employees, including the U.S. Health Programs, the Canada Health Programs, the U.S. Insurance and Disability Programs, the Canada Insurance and Disability Programs, the Workers' Compensation Program, and the Retirement Plans, and pay certain administrative fees to third-party providers associated with such programs (each as defined herein, and collectively, the "Health and Welfare Programs").

1. U.S. Health Programs.

49. U.S. Employees are offered the opportunity to participate in, or are otherwise provided, a number of health benefit plans, including the U.S. Medical Plans, the HSA, the FSA, the Vision Plans, the Dental Plans, the U.S. EAP, the Supplemental Benefit Plans, and the Wellness Programs (each as defined herein, and collectively, the "U.S. Health Programs"). The Debtors also subsidize or continue to provide certain benefits to certain former Employees after their termination, retirement, or disability leave, including (without limitation) benefits provided under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA").

2. U.S. Medical Plans.

50. The Debtors offer medical and prescription drug benefit programs (the "U.S. Medical Plans") to current and certain former Employees, which are administered to U.S. Employees by Aetna, Inc. ("Aetna") and Express Scripts, Inc. ("Express Scripts"). U.S. Employees can choose from three U.S. Medical Plans, which have different premiums and coverage limits, and can choose to enroll a spouse and/or dependents.

51. The total cost of the U.S. Medical Plans is approximately \$2.1 million per month, of which approximately \$600,000 is covered by premiums paid by Employees and approximately \$1.4 million is paid by the Debtors. The total cost of the U.S. Medical Plans includes administrative fees of approximately \$240,000 per month and approximately \$1.8 million per month on account of medical claims asserted under the U.S. Medical Plans.

52. Aetna and Express Scripts receive claims from Employees and make payments to health care providers on account of such claims. The Debtors make payments on account of medical claims asserted under the U.S. Medical Plans on a weekly basis. On average, Employees submit claims approximately 6 weeks after incurring such expense, so the Debtors are unable to ascertain with certainty the prepetition amounts due and outstanding on account of the U.S. Medical Plans. Based on historical trends, the Debtors estimate that as of the Petition Date they owe approximately \$4.1 million for unreimbursed prepetition medical claims, approximately \$1.5 million of which is expected to come due during the Interim Period. In addition, the Debtors estimate that as of the Petition Date they owe approximately \$370,000 on account of administrative fees under the U.S. Medical Plans, all of which is expected to come due during the Interim Period. Additionally, the Debtors hold approximately \$200,000 on behalf of premium contributions from employees on account of the U.S. Medical Plans, all of which is expected to come due during the Interim Period.

3. Health Savings Accounts

53. U.S. Employees who participate in certain of the U.S. Medical Plans may contribute a portion of their compensation into a health savings account (the "HSA"), administered by Amino Health, Inc., which may be used for incidental medical, dental, and vision expenses. Participating Employees can make before-tax contributions to the HSA through payroll deductions to cover reimbursements under the program up to the maximum amount permitted by the IRS.

Additionally, the Debtors provide per pay-period contributions to each participating Employee's HSA based on the Employee's choice of medical plan. The Debtors contribute \$19.23 bi-weekly or \$9.62 weekly per Employee for Employees enrolled in single coverage or \$38.46 bi-weekly or \$19.25 weekly per Employee for Employees enrolled in family coverage. Currently, approximately 1,163 Employees utilize the HSA. While the Debtors only began offering the HSA to Employees at the beginning of 2020, the monthly administration fee on account of the HSA is estimated to be approximately \$5,500. As of the Petition Date, the Debtors estimate that they owe approximately \$9,000 in HSA administrative fees, all of which is expected to come due during the Interim Period. As of the Petition Date, the Debtors estimate that they are obligated to pay approximately \$60,000 of Employee HSA withholdings and Debtor contributions, in the aggregate, to Employees on account of the HSA, all of which is expected to come due during the Interim Period.

4. Flexible Spending Accounts.

54. The Debtors also provide U.S. Employees who participate in certain of the U.S. Medical Plans with access to two flexible spending accounts (each, an "FSA") administered by Discovery Benefits, Inc. ("Discovery Benefits"). The Debtors offer an FSA which can be used to cover qualified medical, dental, and vision expenses and an FSA that can be used to cover dependent child/elder care. Currently, approximately 200 Employees use the FSA for medical costs and 40 Employees use the FSA for dependent child/elder care. The Debtors do not make any contributions to any Employee's FSA. The Debtors utilize FSA plan forfeitures from the year prior to pay administration fees to Discovery Benefits on account of the FSAs. As of the Petition Date, the Debtors estimate that they do not owe any amounts on account of administrative fees in connection with the FSA, and estimate that previous FSA plan forfeitures are sufficient to pay all anticipated premiums. As of the Petition Date, the Debtors estimate that they hold approximately

\$16,000 in accrued but unremitted Employee contributions on account of the FSA, all of which is expected to come due during the Interim Period. On occasion, the Debtors use Employees' unused FSA funds to cover premiums for the benefit of Employees.

5. Vision Plans.

55. The Debtors also offer U.S. Employees the option of participating in vision insurance plans administered by Aetna (the "Vision Plans"). The total cost of the Vision Plans is approximately \$26,000 per month, which is fully covered by premiums paid by Employees. As of the Petition Date, the Debtors estimate that they hold approximately \$8,200 in accrued but unremitted Employee-contributed premiums on account of the Vision Plans, all of which is expected to come due during the Interim Period.

6. Dental Plans.

56. The Debtors offer U.S. Employees the option of participating in dental insurance plans (the "Dental Plans") administered by Connecticut General Life Insurance Company ("Cigna"). The total cost of the Dental Plans is approximately \$109,000 per month, which is fully covered by premiums paid by Employees. As of the Petition Date, the Debtors estimate that they hold approximately \$36,000 in accrued but unremitted Employee-contributed premiums on account of the Dental Plans, all of which is expected to come due during the Interim Period.

7. U.S. Employee Assistance Plan.

57. The Debtors provide U.S.-based Employees an employee assistance program (the "U.S. EAP") administered by LifeWorks US, Inc. The U.S. EAP provides confidential counseling for issues related to work, family, legal, and financial issues, among others. The Debtors cover the full amount of the U.S. EAP, which costs \$3,680 on an annual basis. As of the Petition Date, the Debtors believe that \$1,000 is outstanding on account of the U.S. EAP, all of which is expected to come due during the interim period.

8. Supplemental Benefit Plans.

58. The Debtors offer their U.S. Employees supplemental benefit programs (collectively, the “Supplemental Benefit Plans”). Specifically, eligible U.S. Employees may enroll in an accident plan, a critical illness plan, and an in-patient hospital plan administered by Unum Provident Life and Accident Insurance Company, and an identity theft protection plan administered by InfoArmor, Inc. Enrollment in a U.S. Medical Plan is not required for an otherwise eligible Employee to elect to participate in these Supplemental Benefit Plans. The Debtors are not obligated to make any payments with respect to the Supplemental Benefit Plans, as all costs are covered by premiums paid by Employees. As of the Petition Date, the Debtors estimate that they hold approximately \$20,000 in accrued but unremitted Employee-contributed premiums on account of the Supplemental Benefit Plans, all of which is expected to come due during the Interim Period.

9. Wellness Programs.

59. The Debtors also offer their eligible U.S. Employees the option to participate in various miscellaneous wellness programs (collectively, the “Wellness Programs”). The Debtors offer programs which encourage Employees to maintain healthy lifestyles and learn about health benefits offered by the Debtors. The Wellness Programs are organized through the company and reimbursed by Aetna to a maximum of \$100,000 per year, pursuant to the Debtors’ policy. As of the Petition Date, the Debtors do not believe there are any amounts owed on account of the Wellness Programs.

60. The Debtors seek the authority but not the direction to continue the Wellness Programs in the ordinary course of business. For the avoidance of doubt, all amounts payable will be reimbursed by Aetna, pursuant to the policy, and the Debtors will not exceed the policy limit of \$100,000 on an annual basis on account of the Wellness Programs.

10. Canada Health Programs.¹¹

61. Canada-based Employees are provided the opportunity to participate in the Canada Medical Plan (as defined herein), as well as the Canadian EAP (as defined herein, and together with the Canada Medical Plan, the “Canada Health Programs”). While the Canadian government provides certain health benefits, the Canada Health Programs provide additional coverage and support for the Debtors’ Canada-based Employees.

11. Canada Medical Plan.

62. For Canada-based Employees, the Debtors offer a benefit plan which provides extended coverage for healthcare, vision, dental claims, as well as other coverage described below (the “Canada Medical Plan”). The Canada Medical Plan is administered by Desjardins Financial Security Life Assurance Company (“Desjardins”). The total cost of the Canada Medical Plan is approximately \$32,000 per month, of which approximately \$8,000 is covered by premiums paid by Employees and approximately \$24,000 is paid by the Debtors.

63. The Canada Medical Plan is fully insured, so the Debtors are not liable for any claim amounts on account of the Canada Medical Plan. The Debtors estimate that as of the Petition Date they owe approximately \$50,000 for premiums on account of the Canada Medical Plan, all of which is expected to come due during the Interim Period.

12. Canadian EAP.

64. The Debtors offer Canada-based Employees an employee assistance program (the “Canadian EAP”). The Canadian EAP is administered by Lifeworks Canada LTD and

¹¹ As previously mentioned, the Debtors are in the process of winding-down the Canadian operations. It is imperative to maintain the Canada Health Programs throughout these chapter 11 cases to ensure Canada-based Employees are able to receive medical care and associated benefits during the wind-down. For the avoidance of doubt, the Company commits to maintaining the Canada Health Programs during the winding-down of the Canadian operations.

provides enrolled Employees with confidential counseling for issues related to work, family, legal, and financial issues, among others. The total cost of the Canadian EAP is approximately \$2,000 per month which is payable in whole by the Debtors in advance. As of the Petition Date, the Debtors do not believe that there are any amounts outstanding on account of the Canadian EAP however for the avoidance of doubt, the Debtors seek to maintain the Canadian EAP in the ordinary course of business.

B. U.S. Life Insurance and Disability Programs.

1. U.S. Life and AD&D Insurance Programs.

65. The Debtors provide current U.S. full-time Employees life and accidental death and dismemberment insurance coverage (the “U.S. Basic Life and AD&D Insurance”) through Metropolitan Life Insurance Company (“MetLife”). The U.S. Basic Life and AD&D Insurance provides a maximum coverage of two times base salary up to \$100,000 for distribution center Employees and one times base salary, up to \$100,000, for all other Employees in the event of an Employee’s death or dismemberment. Current full-time U.S. Employees may also purchase supplemental life insurance (the “U.S. Supplemental Life Insurance”) administered through MetLife and supplemental accidental death and dismemberment insurance through Sun Life Assurance Company of Canada (the “U.S. Supplemental AD&D Insurance” and, collectively with the U.S. Supplemental Life Insurance, and U.S. Basic Life and AD&D Insurance, the “U.S. Life and AD&D Insurance”). The total cost of the U.S. Life and AD&D Insurance is approximately \$65,000 each month, of which approximately \$37,000 is paid by Employees and \$28,000 is paid by the Debtors. As of the Petition Date, the Debtors estimate that the amount of accrued but unpaid obligations on account of the U.S. Life and AD&D Insurance is approximately \$22,000, all of which is expected to come due during the Interim Period.

2. U.S. Disability Benefits.

66. The Debtors provide full-time U.S. Employees with short- and long-term disability benefits (the “U.S. Disability Benefits” and, together with the U.S. Life and AD&D Insurance, the “U.S. Life Insurance and Disability Programs”) administered by MetLife. Employees are eligible for Disability Benefits upon completion of a benefit eligibility waiting period. Under the short-term disability benefits program, U.S. Employees are entitled to, among other things, salary continuation of up to 40 percent of their base wages, with the ability for the applicable Employee to purchase an additional 20 percent of coverage, in the event of a short-term medical disability due to an illness, injury, or pregnancy-related condition. Additionally, the Debtors maintain a salary continuation plan, which provides an additional 40 percent of base wages for Employees receiving U.S. Disability Benefits, subject to limitations based on length of service and insurance coverage. Payments on account of the U.S. Disability Benefits are made out of the Debtors’ ordinary payroll processing. The length of short-term disability benefits provided is based on insurance carrier approval and the applicable Employee’s tenure with Debtors.

67. Under the long-term disability benefits program, full-time U.S. Employees are entitled to, among other things, continuation of up to 60 percent of their wages, up to a maximum monthly benefit of \$10,000 or \$12,500 for non-executive Employees, depending on corporate title,¹² in the event of a long-term medical disability due to illness or injury. The maximum duration of such long-term disability benefits is determined based on the individual’s age at the time such long-term disability benefits begin.

¹² Certain executive Employees are entitled to a maximum monthly disability benefit of 65% of their wages. For the avoidance of doubt, the Debtors do not seek to pay any amounts to insiders pursuant to this Motion on account of the U.S. Life Insurance and Disability Programs.

68. Currently, 20 U.S. Employees receive short-term disability benefits and 14 Employees receive long-term disability benefits. The average premium cost of the U.S. Life Insurance and Disability Programs is approximately \$100,000 each month, of which approximately \$11,000 is paid by Employees and \$89,000 is paid by the Debtors. For the avoidance of doubt, all administration costs on account of the U.S. Disability Benefits are included in the monthly premium costs. As of the Petition Date, the Debtors estimate that the amount of accrued but unpaid obligations on account of the U.S. Disability Benefits is approximately \$29,000, all of which is expected to come due during the Interim Period. The Debtors seek authority, but not direction, to pay all prepetition amounts due under the Disability Benefits and to continue the Disability Benefits on a postpetition basis in the ordinary course of business during the wind-down of the Canadian operations.

C. Canada Life Insurance and Disability Programs.

1. Canada Life and AD&D Insurance Programs.

69. The Debtors provide current Canada-based Employees life and accidental death and dismemberment insurance coverage (the “Canada Basic Life and AD&D Insurance”) through Desjardins. The Canada Basic Life and AD&D Insurance provides a maximum coverage of two times the Employee’s base salary, up to \$250,000 in the event of an Employee’s death or dismemberment. Current Canada-based Employees may also purchase supplemental life insurance and supplemental accidental death and dismemberment insurance, administered through Desjardins (collectively with the Canada Basic Life and AD&D Insurance, the “Canada Life and AD&D Insurance”). The total cost of the Canada Life and AD&D Insurance is approximately \$6,000 each month, of which approximately \$1,200 is paid by Employees and \$4,800 is paid by the Debtors. As of the Petition Date, the Debtors estimate that the amount of

accrued but unpaid obligations on account of the Canada Life and AD&D Insurance is approximately \$9,000, all of which is expected to come due during the Interim Period.

2. Canada Disability Benefits.

70. Canada-based Employees are eligible to enroll in supplemental short-term and long-term disability benefit programs administered by Desjardins (the “Canada Disability Benefits” and, together with the Canada Life and AD&D Insurance, the “Canada Life Insurance and Disability Programs”). Under the Canada Disability Benefits, Canada-based Employees are entitled to, among other things, salary continuation of up to 66.67 percent of their base wages, up to a maximum weekly benefit of \$1,250 in the event of a short-term medical disability due to an accident or hospitalization. In the event of a long-term medical disability due to illness or injury, Canada-based Employees are entitled to, among other things, continuation of up to 60 percent of their wages, up to a maximum monthly benefit of \$5,000 pursuant to the Canada Disability Benefits.

71. In the 12 months before the Petition Date, the Debtors paid an average of approximately \$16,000 per month in premiums with respect to the Canada Disability Benefits. As of the Petition Date, the Debtors estimate that the amount of accrued but unpaid obligations on account of the Canada Disability Benefits is approximately \$24,000, all of which is expected to come due during the Interim Period. The Debtors seek authority to pay all prepetition amounts due under the Canada Disability Benefits and to continue the Disability Benefits on a postpetition basis in the ordinary course of business.

D. Workers’ Compensation Program.

72. The Debtors maintain workers’ compensation insurance for their Employees (or are otherwise self-insured) at the statutorily required level for each U.S. state or Canadian province in which the Debtors have Employees (collectively, the “Workers’ Compensation Program”). The

Debtors maintain coverage for the Workers' Compensation Program through Safety National Casualty Corporation. The Debtors also continue to process claims under legacy policies through Zurich American Insurance Company, Lumbermens Mutual Casualty Company, in Liquidation, and Safety National Casualty Corporation. Additionally, the Debtors utilize Sedgwick Claims Management Services, Inc., Sheakley UniService, Inc., and Windley Ely to administer the Workers' Compensation Program in the United States and Canada and ensure the Debtors are in compliance with all applicable state and provincial laws (collectively, the "Workers' Compensation Administrators"). The Debtors pay approximately \$2,650,000 in premiums, expenses, and fees annually to maintain the Workers' Compensation Program including approximately \$800,000 in fees to the Workers' Compensation Administrators. By this Motion, the Debtors seek authority, but not direction, to pay accrued but unpaid prepetition amounts related to the Workers' Compensation Program, continue and maintain the Workers' Compensation Program in the ordinary course of business, and modify the automatic stay to allow Employees to assert claims under the Workers' Compensation Program to the extent applicable. As of the Petition Date, the Debtors believe there are no accrued and unpaid premiums and fees on account of the Workers' Compensation Program.

73. In certain states, including North Dakota, Ohio, Wyoming, and Washington, and in the Canadian provinces in which the Debtors operate (the "Governmental Jurisdictions"), the Debtors are required to make payments into workers' compensation replenishment funds (the "Workers' Compensation Funds") to pay workers' compensation claims as they are adjudicated. The Debtors have historically contributed to the Workers' Compensation Funds on a quarterly, bi-monthly, or annual basis depending on the Governmental Jurisdiction. The Debtors estimate that, as of the Petition Date, \$110,000 in accrued but unpaid obligations are owed to the

Governmental Jurisdictions on account of the Workers' Compensation Program, all of which is expected to come due during the Interim Period.

74. The Debtors must continue the claim assessment, determination, adjudication, and payment process pursuant to the Workers' Compensation Program without regard to whether such liabilities are outstanding before the Petition Date to ensure that the Debtors comply with applicable workers' compensation laws and requirements.¹³ There are currently 343 open claims under the Workers' Compensation Program.¹⁴ As of the Petition Date, the Debtors estimate that the amount of accrued and unpaid claims on account of the Workers' Compensation Program is approximately \$24 million, approximately \$800,000 of which is expected to come due during the Interim Period.

75. The Workers' Compensation Program is subject to regular audits (the "Workers' Compensation Audits"), which may result in an adjustment of the premiums owed on account thereof. Workers' Compensation Audits for prepetition premium payments will not conclude until after the Petition Date. As a result, the aggregate amount of the Debtors' obligations arising from the Workers' Compensation Audits is not known at this time. Accordingly, the Debtors seek authority, but not direction, to honor any amounts owed on account of any Workers' Compensation Audits in the ordinary course of business.

E. Retirement Plans.

76. The Debtors offer certain U.S. and Canada-based Employees the opportunity to participate in the 401(k) Plan, Stock Purchase Plan, Additional Retirement Programs, Retiree

¹³ The Debtors' Workers' Compensation Program may change postpetition in the ordinary course of business due to changes in applicable laws and regulations and the Debtors' ability to meet requirements thereunder.

¹⁴ This figure does not include claims under the Governmental Jurisdictions, as the Debtors do not adjust workers compensation claims in these jurisdictions.

Health Programs, and the Canadian RRSP and DPSP (each as defined herein and together, the “Retirement Plans”).

1. 401(k) Plan.

77. The Debtors offer eligible United States-based Employees the opportunity to participate in a 401(k) plan (the “401(k) Plan”). The 401(k) Plan is administered by T. Rowe Price Retirement Plan Services, Inc. (“T. Rowe Price”) and allows for automatic pre-tax wage deductions and Roth contributions of eligible compensation up to the limits set forth by the Internal Revenue Code. Each Employee’s 401(k) contributions are deducted automatically from each paycheck. The Debtors match 50% of an Employee’s 401(k) Plan contributions up to an amount equal to an Employee’s first eight percent of eligible compensation (the “401(k) Contributions”). Generally, the 401(k) Contributions are made by the Debtors one to two business days following each pay date. In the 12 months before the Petition Date, the Debtors’ monthly payments and disbursements on account of 401(k) Contributions averaged approximately \$230,000 and the Employee monthly contributions averaged approximately \$707,000. As of the Petition Date, the Debtors estimate that the Employees are owed an aggregate of approximately \$81,000 on account of 401(k) Contributions, all of which will come due during the Interim Period. Additionally, the Debtors seek authority to honor their commitment to 401(k) Contributions (whether due prepetition or arising postpetition) in the ordinary course on a postpetition basis.

78. The Debtors utilize Aon Hewitt Investment Consulting, Inc. (“Aon”) for investment consulting services on account of the 401(k) Plan. Aon is paid approximately \$185,000 annually on account of its services. The Debtors do not pay T. Rowe Price any fees for administering the 401(k) Plan; however, the Debtors do reimburse certain expenses, which average approximately \$50,000 per year. As of the Petition Date, the Debtors estimate that they owe approximately

\$3,000 on account of fees associated with the 401(k) Plan, all of which is expected to come due during the Interim Period.

2. Stock Purchase Program.

79. The Debtors have historically maintained a program for eligible Employees to purchase equity in the Debtors (the “Stock Purchase Program”) through Computershare Trust Company, N.A. (“Computershare”). The Debtors pay Computershare on average approximately \$2,300 per month solely for administrating the Stock Purchase Program.

80. The Debtors have currently suspended the Stock Purchase Program; however, the Debtors still utilize Computershare for administration to ensure the Employee accounts are maintained. While the Debtors do not anticipate reinstating the Stock Purchase Program during these chapter 11 cases, the Debtors seek authority, but not direction, to continue utilizing Computershare in order to maintain Employee accounts. As of the Petition Date, the Debtors estimate that they owe approximately \$16,000 on account of the Stock Purchase Program, all of which is expected to come due during the Interim Period.

3. Additional Retirement Programs (Final Order Only).

81. The Debtors also maintain additional retirement plans for certain current and former Employees. Specifically, the Debtors maintain a supplemental retirement plan, a deferred compensation plan, a supplemental executive retirement plan, and a benefit restoration plan (collectively, the “Additional Retirement Programs”). Approximately 27 former Employees and their families depend on the Additional Retirement Programs. The Debtors pay fees on account of the Additional Retirement Programs to MGC Northwest, LLC for administration, Mullin Barends Sanford Financial & Insurance Services, LLC for benefits consulting, and Wells Fargo Bank, N.A. for trust services (collectively, the “Additional Retirement Programs Fees”).

82. On an annual basis the Debtors pay approximately \$60,000 in Additional Retirement Programs Fees. As of the Petition Date, the Debtors estimate that they owe approximately \$15,000 on account of the Additional Retirement Programs Fees, all of which is expected to come due during the Interim Period.

83. The Debtors seek the authority, but not direction, to continue the Additional Retirement Programs in the ordinary course of business on a postpetition basis. For the avoidance of doubt, no payments under the Additional Retirement Programs will be made to Insiders.

4. Retiree Health Coverage (Final Order Only).

84. In addition, the Debtors also offer several retired former Employees and their spouses access to their Health and Welfare and Benefits (the “Retiree Health Coverage”). In the 12 months before the Petition Date, the Debtors’ monthly payments on account of the Retiree Health Coverage averaged approximately \$18,000 and the retired Employees’ monthly contributions averaged approximately \$3,500. As of the Petition Date, the Debtors estimate that they owe approximately \$28,200 on account of the Retiree Health Coverage, all of which is expected to come due during the Interim Period.

85. Additionally, The Debtors seek authority to continue to pay amounts incurred on account of the Retiree Health Coverage and to continue this program in the ordinary course of business on a postpetition basis.

5. Canadian RRSP and DPSP.

86. The Debtors offer eligible Canada-based employees the opportunity to participate in a Registered Retirement Savings Plan and a Deferred Profit Sharing Plan. The Registered Retirement Savings Plan (the “RRSP”) generally provides for pre-tax salary deductions of compensation up to limits set up by the Income Tax Act (Canada) and the Deferred Profit Sharing Plan (“DPSP”) allows for the Debtors to match contributions certain Employees make to their

RRSP. Each Employee's contributions are deducted automatically from each paycheck. The Debtors match an Employee's RRSP contributions dollar-for-dollar up to an amount equal to an Employee's first one percent of eligible compensation, and 50% of the next four percent of eligible compensation (the "DPSP Contributions"). Generally, the DPSP Contributions are made by the Debtors two business days following each pay date. In the previous 12 months the Debtors contributed on average approximately \$12,000 per month on account of DPSP Contribution matching amounts.

87. As of the Petition Date, the Debtors estimate that they owe approximately \$12,000 on account of the RRSP and DPSP, all of which is expected to come due during the Interim Period.

F. Paid and Unpaid Leave.

88. The Debtors provide paid to Employees leave in the form of Paid Time Off (as defined below), and certain other paid leave (together, the "Paid Leave"). The Debtors also provide Unpaid Leave in certain situations (as defined below).

89. In the ordinary course of business, the Debtors provide paid time off and non-statutory sick pay ("Paid Time Off") to the Employees as a Paid Leave benefit that may be used for any reason. Paid Time Off generally accrues at specified rates up to a maximum amount based on the Employee's level, area of employment, and years of service. Unless provided for by state or provincial law, the Debtors' policy provides for payments on account of accrued and unused Paid Time Off to certain Employees upon separation from the Debtors. Pursuant to the Debtors' policy, upon separation from the Debtors, Employees who have been employed by the Debtors for at least a year will be paid a maximum of ten vacation days. However, hourly store associate Employees and non-supervisor distribution center Employees who have been employed by the Debtors for at least a year will receive all unused Paid Time Off accrued in the last 12 months, and salaried home office Employees do not receive any payout of unused Paid Time

Off. As of the Petition Date, the Debtors estimate that approximately \$8.3 million in Paid Time Off has accrued but has not been used by Employees. This amount, however, is not a current cash payment obligation. By this Motion, the Debtors seek authority, but not direction, to pay any “cash out” amounts due with respect to earned but unused Paid Time Off and to continue the Paid Time Off policies in the ordinary course. For the avoidance of doubt, the Debtors do not seek to pay Paid Time Off to any Employee in excess of the \$13,650 priority cap imposed by section 507(a)(4) of the Bankruptcy Code pursuant to the Interim Order.

90. In addition, the Debtors provide certain other forms of Paid Leave and Unpaid Leave, including:

- paid holidays throughout the year for certain employees (the “Holidays”);
- leave under the Family and Medical Leave Act (the “FMLA”) for: (a) birth, adoption, or foster care, (b) family care, (c) medical emergencies, (d) military exigencies, and (e) military caregiving needs; and
- other paid and unpaid leaves of absence for personal reasons, many of which are required by law, including statutory sick leave, workers’ compensation leave, missed work time in the ordinary course of business for bereavement leave, jury or court attendance, or time spent voting (the “Other Paid Leave”) and unpaid leaves of absence for family medical leaves, military leaves, and other Employee-specific leaves at the Debtors’ discretion (the “Unpaid Leave”).

These other forms of Paid Leave and Unpaid Leave do not involve incremental cash outlays beyond standard payroll obligations.

91. The Debtors believe that the continuation of the Paid Leave and Unpaid Leave policies in accordance with prior practice is essential to maintaining Employee morale during these chapter 11 cases. Further, the policies are broad-based programs upon which all Employees have come to depend. The Debtors anticipate that their Employees will utilize any accrued Paid Leave in the ordinary course of business, which will not create any material cash flow obligations beyond the Debtors’ regular payroll obligations.

G. Non-Insider Employee Severance Program (Final Order Only).

92. In the ordinary course of business, the Debtors maintain a severance program for the benefit of certain non-Insider Employees¹⁵ (the “Non-Insider Employee Severance Program”).¹⁶ Certain Employees are eligible for severance benefits if such non-executive, non-Insider Employees are terminated due to a work-force adjustment or any not-for-cause employer-initiated termination. Pursuant to the Non-Insider Employee Severance Program, eligible Employees, upon termination, are entitled to receive severance payments in accordance with standard company guidelines (the “Non-Insider Employee Severance Benefits”). These guidelines provide that non-insider Employees accrue Non-Insider Employee Severance Benefits at the end of each full year of employment at rates based on length of service and level of employment. Employees are eligible for levels of Non-Insider Employee Severance Benefits as follows:

- For non-exempt Employees (other than hourly store associates), one week of pay for each year of service, up to a maximum of thirteen weeks of pay. Non-exempt Employees with twenty or more years of service are eligible for Non-Insider Employee Severance Benefits of twenty weeks of pay;
- For exempt Employees, two weeks of pay for each year of service, up to a maximum of twenty weeks of pay. Exempt Employees with twenty or more years of service are eligible for Non-Insider Employee Severance Benefits of twenty-eight weeks of pay;
- For exempt director-level Employees, three weeks of pay for each year of service, up to a maximum of twenty weeks of pay. Exempt director-level Employees with twenty or more years of service are eligible for Non-Insider Employee Severance Benefits of twenty-eight weeks of pay; and

¹⁵ Insiders may be afforded severance benefits pursuant to their employment agreements. However, for the avoidance of doubt, the Debtors are not seeking to pay any severance amounts to Insiders pursuant to this Motion.

¹⁶ Prepetition, Employees in Canada were not covered by the Non-Insider Employee Severance Program as a result of the different statutory and common law termination entitlements in the various Canadian provinces. In order to treat all Employees fairly and equitably, with a view toward maintaining Employee morale and loyalty, the Debtors intend to extend the benefits under the Non-Insider Employee Severance Program postpetition to certain eligible Employees in Canada.

- For exempt officer-level Employees, three weeks of pay for each year of service, up to a maximum of thirty-six weeks of pay. Exempt officer-level Employees with twenty or more years of service are eligible for Non-Insider Employee Severance Benefits of forty-two weeks of pay.

93. The Debtors' ability to pay and provide severance amounts and other benefits 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 position themselves for long-term success. Further, unanticipated attrition will require the Debtors to expend additional resources and capital in maintaining their operations. As a condition to receiving Non-Insider Employee Severance Benefits as part of the Non-Insider Employee Severance Program, the Debtors typically require that each Employee execute a release agreement, whereby the Employee releases any claims held against the Debtors.¹⁷ The Debtors believe that the Non-Insider Employee Severance Program and the Non-Insider Employee Severance Benefits reduce the time and expense that would be spent defending against the assertion of claims by any severed Employees.

94. As outlined in the First Day Declaration, prior to the filing of these chapter 11 cases, the Debtors took certain initiatives in conjunction with considering strategic alternatives. Utilizing their retail advisors A&G Realty Partners, LLC and Gordon Brothers Retail Partners, LLC, the Debtors made the difficult decision to close many of their under-performing brick and mortar locations. Prior to filing these chapter 11 cases, the Debtors announced the closure of up to 450 stores. The debtors estimate that these actions would result in up to approximately \$13.82 million on account of the Non-Insider Employee Severance Benefits. By this Motion, the Debtors seek authority to continue the Non-Insider Employee Severance Program and pay obligations

¹⁷ The Debtors may or may not require releases from Employees in Canada, given the different termination entitlements in the various Canadian provinces.

thereunder on a final basis. For the avoidance of doubt, the Debtors do not seek authority to pay obligations on account of the prepetition Non-Insider Employee Severance Program on an interim basis.

IV. Postpetition Non-Employee Director Compensation (Final Order Only).

95. Certain of the Debtors maintain boards of directors that include non-Employee directors (or managers, as applicable) (each, a “Director”). As of the Petition Date, the Debtors’ boards of directors include 11 non-Employee Directors on an aggregate basis.

96. Each of the non-Employee Directors except for the Disinterested Directors currently receive a \$185,000 annual retainer (the “Annual Retainer”). The Disinterested Directors receive a \$300,000 annual retainer (the “Disinterested Director Retainer”). The non-Employee Directors who serve as board committee chairs also receive an annual retainer of \$25,000 payable on a monthly basis, except for the chairman of the board who receives \$125,000 annually (together, the “Chair Retainers”). Additionally, non-disinterested Directors who serve on the Restructuring Committee receive an annual retainer of \$25,000 (the “Restructuring Retainer”). The non-Employee Directors are entitled to expense reimbursement for certain out-of-pocket expenses and the disinterested Directors are entitled to additional per diem compensation for special services (together with the Annual Retainer, Disinterested Director Retainer, Chair Retainers, and Restructuring Retainer the “Director Compensation”). The Director Compensation is payable in equal installments on a monthly basis.

97. As of the Petition Date, the Debtors do not believe they owe any amounts on account of Director Compensation and believe that they are authorized to pay any postpetition Director Compensation in the ordinary course. However, out of an abundance of caution, by this Motion, the Debtors seek authority to continue to pay the Director Compensation on a postpetition

basis in the ordinary course of business and consistent with their prepetition practices on a final basis.

Basis for Relief

I. Sufficient Cause Exists to Authorize the Debtors to Honor the Employee Compensation and Benefits Programs.

A. Certain Employee Compensation and Benefits Programs Are Entitled to Priority Treatment.

98. Sections 507(a)(4) and 507(a)(5) of the Bankruptcy Code entitle certain of the Employee Compensation and Benefits Programs owed to the Employees to priority treatment, to the extent such payments do not exceed \$13,650 for each individual as provided for under sections 507(a)(4) and (5) of the Bankruptcy Code. 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 in full of certain allowed unsecured claims for (a) wages, salaries, or commissions, including severance, and sick leave pay earned by an individual, and (b) contributions to an employee benefit plan). To the extent that an Employee receives more than \$13,650 on account of claims entitled to priority, the relief requested herein only affects the timing of certain payments to the Employees, and does not have any materials negative impact on recoveries for general unsecured creditors. Indeed, the Debtors submit that payment of the Employee Compensation and Benefits Programs at this time enhances value for the benefit of all interested parties.

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

99. The Debtors seek authority, but not direction, to pay the Withholding Obligations to the appropriate third-party entities. These amounts principally represent Employee earnings that governments, Employees, and judicial authorities have designated for deduction from the Employees' paychecks. Indeed, certain Withholding Obligations are not property of the Debtors'

estates because the Debtors have withheld such amounts from the Employees' paychecks on another party's behalf. *See* 11 U.S.C. §§ 541(b)(1), (d). Furthermore, federal, state, and provincial laws require the Debtors to withhold certain tax payments from the Employees' paychecks 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); *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). Because the Withholding Obligations may not be property of the Debtors' estates, the Debtors request that the Court authorize them to transmit the Withholding Obligations on account of the Employees to the proper parties in the ordinary course of business. *See In re Dameron*, 155 F.3d 718, 721 (4th Cir. 1998). The Debtors therefore request that the Court recognize that the Withholding Obligations are not property of the Debtors' estates and, regardless of whether the Debtors collected the amounts prior to the Petition Date, authorize the Debtors to transmit such monies to the proper parties in the ordinary course of business.

100. Similarly, state and provincial laws require the Debtors to maintain the Workers' Compensation Program. If the Debtors fail to maintain the Workers' Compensation Program, state and provincial laws may prohibit the Debtors from operating in those states and/or provinces. Payment of all Workers' Compensation Program amounts is therefore crucial to the Debtors' continued operations and the success of the Debtors' restructuring. The Debtors therefore request that the Court authorize the Debtors to maintain the Workers' Compensation Program.

II. Payment of the Employee Compensation and Benefits Programs Is Proper Pursuant to Section 363(b) of the Bankruptcy Code and the Doctrine of Necessity.

101. Section 363 of the Bankruptcy Code provides, in relevant part, that “[t]he [debtor], after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate.” 11 U.S.C. § 363(b)(1). Under section 363(b) of the Bankruptcy Code, courts require only that the debtor “show that a sound business purpose” justifies the proposed use of property. *In re Montgomery Ward Holding Corp.*, 242 B.R. 147, 153 (D. Del. 1999); *see also Comm. of Equity Sec. Holders v. Lionel Corp. (In re Lionel Corp.)*, 722 F.2d 1063, 1070–71 (2d Cir. 1983) (requiring a “good business reason” to approve a sale pursuant to section 363(b)); *In re W.A. Mallory Co.*, 214 B.R. 834, 836 (Bankr. E.D. Va. 1997) (“This Court follows the ‘sound business purpose’ test when examining § 363(b) sales.”) (citing *In re WBQ P’ship*, 189 B.R. 97, 102 (Bankr. E.D. Va. 1995)). Moreover, “[w]here the debtor articulates a reasonable basis for its business decisions (as distinct from a decision made arbitrarily or capriciously), courts will generally not entertain objections to the debtor’s conduct.” *In re Johns-Manville Corp.*, 60 B.R. 612, 616 (Bankr. S.D.N.Y. 1986); *see also In re Tower Air, Inc.*, 416 F.3d 229, 238 (3d Cir. 2005) (“Overcoming the presumptions of the business judgment rule on the merits is a near-Herculean task.”). Thus, if a transaction satisfies the business judgment rule, it should be approved under section 363(b) of the Bankruptcy Code.

102. Furthermore, section 105(a) of the Bankruptcy Code further provides that a court “may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of” the Bankruptcy Code, pursuant to the “doctrine of necessity.” 11 U.S.C. § 105(a). The “doctrine of necessity” functions in a chapter 11 case as a mechanism by which the bankruptcy court can exercise its equitable power to allow payment of critical prepetition claims not explicitly authorized by the Bankruptcy Code and further supports the relief requested herein. *See In re*

United Am., Inc., 327 B.R. 776, 781 (Bankr. E.D. Va. 2005) (acknowledging the doctrine of necessity “is a necessary deviation because otherwise there will be no reorganization and no creditor will have an opportunity to recoup any part of its pre-petition claim”); *In re NVR L.P.*, 147 B.R. 126, 127 (Bankr. E.D. Va. 1992) (“Under [section 105(a)] the court can permit pre-plan payment of a pre-petition obligation when essential to the continued operation of the debtor.”); *see also In re Lehigh & New Eng. Ry.*, 657 F.2d 570, 581 (3d Cir. 1981) (holding that a court may authorize payment of prepetition claims if such payment is essential to debtor’s continued operation); *see also In re Just for Feet, Inc.*, 242 B.R. 821, 824–25 (D. Del. 1999) (holding that section 105(a) of the Bankruptcy Code “provides a statutory basis for payment of pre-petition claims” under the doctrine of necessity); *In re Columbia Gas Sys., Inc.*, 171 B.R. 189, 191–92 (Bankr. D. Del. 1994) (explaining that the doctrine of necessity is the standard in the Third Circuit for enabling a court to authorize the payment of prepetition claims prior to confirmation of a reorganization plan).

103. Moreover, the doctrine of necessity is designed to foster a debtor’s rehabilitation, which courts have recognized is “the paramount policy and goal of Chapter 11.” *Ionosphere Clubs*, 98 B.R. at 176; *see also In re Quality Interiors, Inc.*, 127 B.R. 391, 396 (Bankr. N.D. Ohio 1991) (“[P]ayment by a debtor-in-possession of pre-petition claims outside of a confirmed plan of reorganization is generally prohibited by the Bankruptcy Code,” but “[a] general practice has developed . . . where bankruptcy courts permit the payment of certain pre-petition claims, pursuant to 11 U.S.C. § 105, where the debtor will be unable to reorganize without such payment.”); *In re Eagle-Picher Indus., Inc.*, 124 B.R. 1021, 1023 (Bankr. S.D. Ohio 1991) (approving payment of prepetition unsecured claims of toolmakers as “necessary to avert a serious threat to the Chapter 11 process”); *Mich. Bureau of Workers’ Disability Comp. v. Chateaugay Corp. (In re*

Chateaugay Corp.), 80 B.R. 279, 285–86 (S.D.N.Y. 1987) (approving lower court order authorizing payment of prepetition wages, salaries, expenses, and benefits).

104. Payment of the Employee Compensation and Benefits Programs is warranted under this authority and the facts of these chapter 11 cases. Employees will be exposed to significant financial difficulties if the Debtors are not permitted to honor obligations for unpaid Employee Compensation and Benefits Programs. Additionally, continuing ordinary course benefits will help maintain Employee morale and minimize the adverse effect of the commencement of these chapter 11 cases on the Debtors' ongoing business operations.

105. Moreover, Employees provide the Debtors with services necessary to conduct the Debtors' business, and the Debtors believe that absent the payment of the Employee Compensation and Benefits Programs owed to the Employees, the Debtors may experience Employee turnover and instability at this critical time in these chapter 11 cases. The Debtors believe that without these payments, the Employees may become demoralized and unproductive because of the potential significant financial strain and other hardships the Employees may face. Such Employees may then elect to seek alternative employment opportunities. Additionally, a significant portion of the value of the Debtors' business is tied to their workforce, which cannot be replaced without significant efforts—which efforts may not be successful given the overhang of these chapter 11 cases. Enterprise value may be materially impaired to the detriment of all stakeholders in such a scenario. The Debtors therefore believe that payment of the prepetition obligations with respect to the Employee Compensation and Benefits Programs is a necessary and critical element of the Debtors' efforts to preserve value and will give the Debtors the greatest likelihood of retention of their Employees as the Debtors seek to operate their business in these chapter 11 cases.

106. Courts in this and other districts have granted similar relief to that requested in this Motion in previous chapter 11 cases. *See, e.g., In re Gemstone Solutions Group, Inc.*, No. 19-30258 (KLP) (Bankr. E.D. Va. Feb. 21, 2019); *In re Toys “R” Us, Inc.*, No. 17-34665 (KLP) (Bankr. E.D. Va. Oct. 24, 2017); *In re Gymboree Corp.*, No. 17-32986 (KLP) (Bankr. E.D. Va. July 11, 2017); *In re Penn Virginia Corp.*, No. 16-32395 (KLP) (Bankr. E.D. Va. June 9, 2016); *In re Alpha Nat. Res., Inc.*, No. 15-33896 (KRH) (Bankr. E.D. Va. Aug. 5, 2015).¹⁸ Accordingly, the Debtors respectfully request that the Court authorize the Debtors to pay and continue the Employee Compensation and Benefits Programs in the ordinary course of business and consistent with past practice.

III. A Limited Waiver of the Automatic Stay for Workers’ Compensation Claims Is Appropriate Here.

107. Section 362(a) of the Bankruptcy Code operates to stay “the commencement or continuation, including the issuance or employment of process, of a judicial, administrative, or other action or proceeding against the debtor that was or could have been commenced before the commencement of the case under this title, or to recover a claim against the debtor that arose before the commencement of the case under this title” 11 U.S.C. § 362(a)(1).

108. Section 362 of the Bankruptcy Code, however, permits a debtor or other parties in interest to request a modification or termination of the automatic stay for “cause.” *Id.* at § 362(d)(1). Cause exists here to modify the automatic stay to permit the Employees to proceed with workers’ compensation claims in the appropriate judicial or administrative forum. Staying the workers’ compensation claims could have a detrimental effect on the financial well-being and morale of the Employees.

¹⁸ Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Motion. Copies of these orders are available upon request to the Debtors’ proposed counsel.

IV. Cause Exists to Authorize the Debtors' Financial Institutions to Honor Checks and Electronic Fund Transfers.

109. The Debtors have sufficient funds to pay the amounts described in this Motion in the ordinary course of business by virtue of expected cash flows from ongoing business operations, anticipated debtor-in-possession financing, and access to cash collateral. In addition, under the Debtors' existing cash management system, the Debtors can readily identify checks or wire transfer requests as relating to an authorized payment in respect of the Employee Compensation and Benefits Programs, as applicable. Accordingly, the Debtors believe that checks or wire transfer requests, other than those relating to authorized payments, will not be honored inadvertently. Therefore, the Debtors respectfully request that the Court authorize all applicable financial institutions, when requested by the Debtors, to receive, process, honor, and pay any and all checks or wire transfer requests in respect of the relief requested in this Motion.

The Requirements of Bankruptcy Rule 6003 Are Satisfied

110. Bankruptcy Rule 6003 empowers a court to grant relief within the first 21 days after the Petition Date "to the extent that relief is necessary to avoid immediate and irreparable harm." For the reasons discussed above, authorizing the Debtors to (a) pay all prepetition and postpetition obligations on account of the Employee Compensation and Benefits Programs (as defined below) in the ordinary course of business, (b) continue to administer the Employee Compensation and Benefits Programs, including payment of prepetition obligations related thereto, as well as granting the other relief requested herein is integral to the Debtors' ability to transition their operations into these chapter 11 cases. Failure to receive such authorization and other relief during the first 21 days of these chapter 11 cases would severely disrupt the Debtors' operations at this critical juncture. For the reasons discussed herein, the relief requested is necessary in order for the Debtors to operate their business in the ordinary course and preserve the ongoing value of the Debtors'

operations and maximize the value of their estates for the benefit of all stakeholders. Accordingly, the Debtors submit that they have satisfied the “immediate and irreparable harm” standard of Bankruptcy Rule 6003 to support granting the relief requested herein.

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

111. To implement the foregoing successfully, the Debtors seek a waiver of the notice requirements under Bankruptcy Rule 6004(a) and the 14-day stay of an order authorizing the use, sale, or lease of property under Bankruptcy Rule 6004(h).

Waiver of Memorandum of Points and Authorities

112. The Debtors respectfully request that this Court treat this Motion as a written memorandum of points and authorities or waive any requirement that this Motion be accompanied by a written memorandum of points and authorities as described in Local Bankruptcy Rule 9013-1(G).

Reservation of Rights

113. Nothing contained herein is intended or shall be construed as: (a) an admission as to the amount of, basis for, or validity of any claim against the Debtors under the Bankruptcy Code, any foreign bankruptcy or insolvency law, 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 particular claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Motion; (e) a request or authorization to assume, adopt, or reject any prepetition 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; or (g) a waiver of any claims or causes of action which may exist against any entity under the Bankruptcy Code or any other applicable law. 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' rights to subsequently dispute such claim.

Notice

114. The Debtors will provide notice of this Motion via first class mail, facsimile or email (where available) to: (a) the United States Trustee for the Eastern District of Virginia, Attn: Kenneth N. Whitehurst III and Shannon F. Pecoraro; (b) the holders of the 30 largest unsecured claims against the Debtors (on a consolidated basis); (c) the agents under the Debtors' prepetition secured facilities and counsel thereto; (d) the DIP Agents and their respective counsel thereto; (e) the indenture trustee to the Debtors' industrial revenue bonds; (f) counsel to the ad hoc group of term loan lenders; (g) the lenders under certain Company-owned life insurance policies; (h) the Debtors' Canadian counsel; (i) the United States Attorney's Office for the Eastern District of Virginia; (j) the Internal Revenue Service; (k) the office of the attorneys general for the states in which the Debtors operate; (l) the Securities and Exchange Commission; (m) any party that has requested notice pursuant to Bankruptcy Rule 2002 (collectively, the "Notice Parties"). The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

No Prior Request

115. No prior request for the relief sought in this Motion has been made to this or any other court.

[Remainder of page intentionally left blank]

WHEREFORE, the Debtors respectfully request that the Court enter the Interim Order and the Final Order granting the relief requested herein and such other relief as the Court deems appropriate under the circumstances.

Richmond, Virginia
Dated: February 17, 2020

/s/ Jeremy S. Williams

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Exhibit A

Proposed Interim Order

Compensation and Benefits Programs in the ordinary course of business and (b) continue to administer the Employee Compensation and Benefits Programs, including payment of prepetition obligations related thereto, (ii) granting related relief, and (iii) scheduling a final hearing to consider approval of the Motion on a final basis, 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. §§ 157 and 1334 and the *Standing Order of Reference from the United States District Court for the Eastern District of Virginia*, dated August 15, 1984; and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; 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 1409; 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' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and that 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 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 Motion is granted on an interim basis as set forth herein.
2. The final hearing (the "Final Hearing") on the Motion shall be held on _____, 2020, at __: __ .m., prevailing Eastern Time. Any objections or responses to entry of a final order on the Motion shall be filed on or before 4:00 p.m., prevailing Eastern Time on _____, 2020,

and served on the Notice Parties. In the event no objections to entry of a final order on the Motion are timely received, this Court may enter such final order without need for the Final Hearing.

3. The Debtors are authorized, but not directed, to: (a) continue and discontinue the Employee Compensation and Benefits Programs in the ordinary course of business during these chapter 11 cases and without the need for further Court approval, subject to applicable law; and (b) pay and honor prepetition amounts outstanding under or related to the Employee Compensation and Benefits Programs in the ordinary course of business; *provided*, that pending entry of the Final Order, the Debtors are not authorized to pay any Educational Reimbursements, Charitable Donations, or any amounts due under the Long-Term Incentive Programs, certain of the Retirement Plans,³ Non-Insider Employee Severance Program, or Director Compensation; *provided further* that pending entry of the Final Order, the Debtors shall not honor any Employee Compensation and Benefits Programs obligations that have not come due or exceed the priority amounts set forth in sections 507(a)(4) or 507(a)(5) of the Bankruptcy Code.

4. Notwithstanding anything to the contrary herein, pending entry of the Final Order, the Debtors are authorized, but not directed, in their sole discretion, to pay, remit, or reimburse, as applicable, the following prepetition amounts that become due and owing prior to entry of the final order on the Motion:

Employee-Related Obligations	Interim Amount
Employee Compensation	\$9,600,000
Independent Contractor and Temporary Staff Compensation	\$347,000
Payroll Processing Fees	\$0
Withholding Obligations	\$3,800,000
Reimbursable Expenses	\$187,100
Charitable Donations	N/A

³ For the avoidance of doubt, the Debtors are not authorized to pay any amounts due under the Retirement Plans marked as “Final Order Only” in the Motion.

Employee-Related Obligations	Interim Amount
Relocation Expenses	\$0
Employee Discount	\$0
Non-Insider Employee Incentive Programs	\$0
U.S. Health Programs	\$2,220,220
Canada Health Programs	\$50,000
U.S. Life Insurance and Disability Programs	\$51,000
Canada Life Insurance and Disability Programs	\$33,000
Workers' Compensation Programs	\$910,000
Retirement Plans	\$112,000
Paid and Unpaid Leave	\$0
Non-Insider Employee Severance Program	N/A
Postpetition Non-Employee Director Compensation	N/A

5. Pursuant to section 362(d) of the Bankruptcy Code, Employees are authorized to proceed with their claims under the Workers' Compensation Program in the appropriate judicial or administrative forum and the Debtors are authorized to continue the Workers' Compensation Program and pay all prepetition amounts relating thereto in the ordinary course of business. This modification of the automatic stay pertains solely to claims under the Workers' Compensation Program.

6. Nothing contained herein is intended or should be construed to create an administrative priority claim on account of any obligations owed under any Employee Compensation and Benefits Program.

7. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized 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 Interim

Order, without any duty of further inquiry and without liability for following the Debtors' instructions.

8. Notwithstanding the relief granted in this Interim Order and any actions taken pursuant to such relief, nothing in this Interim Order shall be deemed: (a) an admission as to the amount of, basis for, or validity of any claim against the Debtors under the Bankruptcy Code, any foreign bankruptcy or insolvency law, 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 Interim Order or the Motion; (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 to the validity, priority, enforceability, or perfection of any lien on, security interest in, or encumbrance on property of the Debtors' estates; or (g) a waiver of any claims or causes of action which may exist against any entity under the Bankruptcy Code or any other applicable law. Any payment made pursuant to this Interim 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' rights to subsequently dispute such claim.

9. The Debtors are authorized to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer 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 in this Interim Order, any payment made or action taken by any of the Debtors pursuant to the authority granted in this Interim Order must be in compliance with, and shall be subject to: (i) any interim or final order approving the Debtors'

use of cash collateral and/or any postpetition financing facility (in either case, the “DIP Order”), (ii) the documentation in respect of any such postpetition financing facility and/or use of cash collateral, and (iii) the budget governing any such postpetition financing and/or use of cash collateral.

11. To the extent there is any inconsistency between the terms of the DIP Order and this Interim Order, the terms of the DIP Order shall control.

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

13. The requirement under Local Bankruptcy Rule 9013-1(G) to file a memorandum of law in connection with the Motion is waived.

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) and the Local Bankruptcy Rules are satisfied by such notice.

15. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Interim 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 Interim Order.

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

Dated: _____, 2020
Richmond, Virginia

United States Bankruptcy Judge

WE ASK FOR THIS:

/s/ Jeremy S. Williams

Michael A. Condyles (VA 27807)

Peter J. Barrett (VA 46179)

Jeremy S. Williams (VA 77469)

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Proposed Co-Counsel to the Debtors and Debtors in Possession

CERTIFICATION OF ENDORSEMENT
UNDER LOCAL BANKRUPTCY RULE 9022-1(C)

Pursuant to Local Bankruptcy Rule 9022-1(C), I hereby certify that the foregoing proposed order has been endorsed by or served upon all necessary parties.

/s/ Jeremy S. Williams

Exhibit B

Proposed Final Order

Compensation and Benefits Programs in the ordinary course of business and (b) continue to administer the Employee Compensation and Benefits Programs, including payment of prepetition obligations related thereto and (ii) 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. §§ 157 and 1334 and the *Standing Order of Reference from the United States District Court for the Eastern District of Virginia*, dated August 15, 1984; and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; 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 1409; 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' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and that 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 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 Motion is granted on a final basis as set forth herein.
2. The Debtors are authorized, but not directed, to: (a) continue and discontinue the Employee Compensation and Benefits Programs in the ordinary course of business during these chapter 11 cases and without the need for further Court approval, subject to applicable law; and (b) pay and honor prepetition amounts outstanding under or related to the Employee Compensation and Benefits Programs in the ordinary course of business.

3. Notwithstanding anything to the contrary herein, the Debtors are authorized, but not directed, in their sole discretion, to pay, remit, or reimburse, as applicable, not more than the following prepetition amounts:

Employee-Related Obligations	Final Amount
Employee Compensation	\$9,600,000
Independent Contractor and Temporary Staff Compensation	\$347,000
Payroll Processing Fees	\$0
Withholding Obligations	\$3,800,000
Reimbursable Expenses	\$187,100
Charitable Donations	\$0
Relocation Expenses	\$30,000
Employee Discount	\$0
Non-Insider Employee Incentive Programs	\$0
U.S. Health Programs	\$4,820,220
Canada Health Programs	\$50,000
U.S. Life Insurance and Disability Programs	\$51,000
Canada Life Insurance and Disability Programs	\$33,000
Workers' Compensation Programs	\$24,110,000 ³
Retirement Plans	\$155,200
Paid and Unpaid Leave	\$8,300,000 ⁴
Non-Insider Employee Severance Program	\$0
Postpetition Non-Employee Director Compensation	\$0

4. Pursuant to section 362(d) of the Bankruptcy Code, Employees are authorized to proceed with their claims under the Workers' Compensation Program in the appropriate judicial or administrative forum and the Debtors are authorized to continue the Workers' Compensation Program and pay all prepetition amounts relating thereto in the ordinary course of business. This modification of the automatic stay pertains solely to claims under the Workers' Compensation Program.

³ This amount includes all prepetition claims on account of the Workers' Compensation Programs, the overwhelming majority of which will not come due during these chapter 11 cases.

⁴ For the avoidance of doubt, the Paid and Unpaid Leave is not a current cash payment obligation.

5. Nothing herein shall be deemed to authorize the payment of any amounts which violates or implicates section 503(c) of the Bankruptcy Code; *provided*, that nothing herein shall prejudice the Debtors' ability to seek approval of relief pursuant to section 503(c) of the Bankruptcy Code at a later time.

6. Nothing contained herein is intended or should be construed to create an administrative priority claim on account of any obligations owed under any Employee Compensation and Benefits Program.

7. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized 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 Final Order without any duty of further inquiry and without liability for following the Debtors' instructions.

8. Notwithstanding the relief granted in this Final Order and any actions taken pursuant to such relief, nothing in this Final Order shall be deemed: (a) an admission as to the amount of, basis for, or validity of any claim against the Debtors under the Bankruptcy Code, any foreign bankruptcy or insolvency law, 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 Final Order or the Motion; (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 to the validity, priority, enforceability, or perfection of any lien on, security interest in, or encumbrance on property of the Debtors' estates; or (g) a waiver of any claims or

causes of action which may exist against any entity under the Bankruptcy Code or any other applicable law. Any payment made pursuant to this Final Order is not intended and should not be construed as an admission as the validity of any particular claim or a waiver of the Debtors' rights to subsequently dispute such claim.

9. The Debtors are authorized to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer 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 in this Final Order, any payment made or action taken by any of the Debtors pursuant to the authority granted in this Final Order must be in compliance with, and shall be subject to: (i) any interim or final order approving the Debtors' use of cash collateral and/or any postpetition financing facility (in either case, the "DIP Order"), (ii) the documentation in respect of any such postpetition financing facility and/or use of cash collateral, and (iii) the budget governing any such postpetition financing and/or use of cash collateral.

11. To the extent there is any inconsistency between the terms of the DIP Order and this Final Order, the terms of the DIP Order shall control.

12. The requirement under Local Bankruptcy Rule 9013-1(G) to file a memorandum of law in connection with the Motion is waived.

13. 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) and the Local Bankruptcy Rules are satisfied by such notice.

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

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

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

Dated: _____, 2020
Richmond, Virginia

United States Bankruptcy Judge

WE ASK FOR THIS:

/s/ Jeremy S. Williams

Michael A. Condyles (VA 27807)

Peter J. Barrett (VA 46179)

Jeremy S. Williams (VA 77469)

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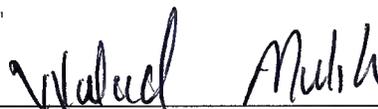
CERTIFICATION OF ENDORSEMENT
UNDER LOCAL BANKRUPTCY RULE 9022-1(C)

Pursuant to Local Bankruptcy Rule 9022-1(C), I hereby certify that the foregoing proposed order has been endorsed by or served upon all necessary parties.

/s/ Jeremy S. Williams

TAB P

THIS IS EXHIBIT "P" REFERRED TO IN THE
AFFIDAVIT OF GRAEME ROTRAND SWORN
BEFORE ME THIS 18TH DAY
OF FEBRUARY, 2020

A handwritten signature in black ink, appearing to read "Manuel Muth". The signature is written in a cursive style with a large initial 'M'.

Notary Public in and for the Province of Ontario

Relief Requested

1. The Debtors seek entry of interim and final orders, substantially in the form attached hereto as **Exhibit A** and **Exhibit B** (the “Interim Order” and the “Final Order,” respectively): (a) authorizing the Debtors to (i) maintain, renew, or supplement their insurance policies and honor all obligations in respect thereof, and (ii) maintain, renew, and supplement their surety bond program on an uninterrupted basis; and (b) granting related relief. The requested relief includes paying all amounts arising in connection with the Insurance Policies, including Broker’s Fees and Insurance Deductibles (collectively, and including any related fees, the “Insurance Obligations”), and the Surety Bond Program, whether due and payable before, on, or after the Petition Date. In addition, the Debtors request that the Court schedule a final hearing within 21 days of the commencement of these chapter 11 cases to consider approval of this Motion on a final basis.

Jurisdiction and Venue

2. The United States Bankruptcy Court for the Eastern District of Virginia (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference from the United States District Court for the Eastern District of Virginia*, dated August 15, 1984. The Debtors confirm their consent, pursuant to Rule 7008 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), to the entry of a final order by the Court in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

of Pier 1 Imports, Inc., in Support of Chapter 11 Petitions and First Day Motions (the “First Day Declaration”) filed contemporaneously with the Debtors’ voluntary petitions for relief filed under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”). Capitalized terms used but not otherwise defined in this Motion shall have the meanings ascribed to them in the First Day Declaration or as later defined herein, as applicable.

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

4. The bases for the relief requested herein are sections 105(a), 363(b), and 363(c) of the Bankruptcy Code, Bankruptcy Rules 6003 and 6004, and rule 9013-1 of the Local Rules of the United States Bankruptcy Court for the Eastern District of Virginia (the “Local Bankruptcy Rules”).

Background

5. The Debtors are a leading omni-channel retailer of unique home décor, furniture, and accessories. Their retail approach has focused on providing the discerning customer a curated mix of home goods from artisans around the world. The Debtors offer their merchandise through 923 stores throughout the United States and Canada as well as online through their U.S. e-commerce website. The Debtors are headquartered in Fort Worth, Texas and currently employ approximately 17,000 non-seasonal employees. On January 6, 2020, the Debtors announced the closing of up to 450 of their stores, and in connection with the filing of these chapter 11 cases, the Debtors announced the closing of all Canadian operations.

6. The Debtors commenced these chapter 11 cases to facilitate a timely and efficient process that will maximize the value of the Debtors’ estates for the benefit of all stakeholders. The Debtors anticipate winding down the brick-and-mortar stores not part of their go-forward plan and will seek to implement a value-maximizing going-concern transaction for the remaining operations.

7. As of the Petition Date, each of the Debtors filed a petition with the Court under chapter 11 of the Bankruptcy Code. The Debtors will also file for relief under the Companies’ Creditors Arrangement Act (Canada). The Debtors continue to operate their businesses and manage their properties as debtors and debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. Concurrently with the filing of this motion, the Debtors have requested

procedural consolidation and joint administration of these 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 committees have been appointed or designated.

The Insurance Policies and Related Payment Obligations

8. In the ordinary course of business, the Debtors maintain approximately 48 insurance policies a schedule of which is attached hereto as **Exhibit C**³ (collectively, the “Insurance Policies,” and each individually an “Insurance Policy”) that are administered by various third-party insurance carriers (collectively, the “Insurance Carriers”). In addition to the Insurance Policies, the Debtors maintain workers’ compensation policies that are reflected in **Exhibit C**, but for which relief is not sought in this Motion.⁴ These Insurance Policies provide coverage for, among other things, the Debtors’ global property, commercial general liability, employment practices liability, international casualty, international general and products liability, director and officer liability, ocean cargo, and business travel. All of the Insurance Policies are essential to the ongoing operation of the Debtors’ business. The aggregate annual premium for the Insurance Policies is approximately \$5.2 million,⁵ plus applicable taxes and surcharges.

³ The descriptions of the Insurance Policies set forth in this Motion constitute a summary only. The actual terms of the Insurance Policies and related agreements will govern in the event of any inconsistency in this Motion. The Debtors request authority to honor obligations and renew all Insurance Policies, as applicable, regardless of whether the Debtors inadvertently fail to include a particular Insurance Policy on **Exhibit C**.

⁴ The Debtors’ policies with respect to, among other things, workers’ compensation, employee health, dental, disability, and life insurance benefits are described, and relief is requested with respect to such policies, in the *Debtors’ Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Pay Prepetition Wages, Salaries, Other Compensation, and Reimbursable Expenses and (B) Continue Employee Benefits Programs, and (II) Granting Related Relief* (the “Wages Motion”), filed contemporaneously herewith.

⁵ The annual premiums paid by the Debtors include commission payments, if any, to the Debtors’ Insurance Brokers as described herein and premium payments for workers’ compensation policies as further described in the Wages Motion.

9. The Insurance Policies are annual policies that renew throughout the year based on when the policy was originally purchased. The Debtors do not believe that any Insurance Policies will need to be renewed in the 21 days after the Petition Date. The Debtors estimate that, as of the Petition Date, there are approximately \$115,000 in premiums due on account of the Insurance Policies. Accordingly, the Debtors seek authority to maintain, renew, and/or supplement their Insurance Policies and to continue honoring any amounts on account of the Insurance Obligations in the ordinary course of business to ensure uninterrupted coverage during the course of these chapter 11 cases.

10. Pursuant to certain of the Insurance Policies, the Debtors are required to pay various deductibles or retention amounts (the “Insurance Deductibles”), depending upon the type of claim and Insurance Policy involved. Additionally, under some Insurance Policies, the Debtors’ third-party administrators, such as Sedgwick Management Services, Inc. (“Sedgwick”), may pay claimants directly and then invoice the Debtors for any applicable Insurance Deductible. In such situations, the Insurance Carriers may have prepetition claims against the Debtors. If the Debtors fail to make any Insurance Deductible payments, the Debtors could be in jeopardy of losing the underlying Insurance Policy, being in violation of state laws, and/or having certain letters of credit or bonds drawn, each of which would be detrimental to the Debtors’ business and a potential hardship on their employees. Accordingly, the Debtors seek authority, but not direction, to honor any prepetition amounts owed on account of any Insurance Deductible in the ordinary course of business.

11. Continuation and renewal of the Insurance Policies, and entry into new Insurance Policies, as needed, is essential to the preservation of the value of the Debtors’ business and operations. Moreover, in many instances, insurance coverage is required by the regulations, laws,

and contracts that govern the Debtors' commercial activities, including the United States Trustee for the Eastern District of Virginia, Richmond Division (the "U.S. Trustee") requirements that a debtor maintain adequate insurance coverage given the circumstances of its chapter 11 case. Accordingly, the Debtors request authority to maintain their existing Insurance Policies, pay prepetition obligations related thereto, and enter into new Insurance Policies in the ordinary course of business.

The Debtors' Insurance Brokers and Servicers

12. The Debtors retain the services of an insurance broker and claims servicers to help manage their portfolios of risk. The Debtors work with Sedgwick to administer workers' compensation, general liability, and insured litigation claims.⁶ The Debtors obtain their Insurance Policies through Marsh USA Inc. and certain of its international affiliates (collectively, "Marsh") and AssuredPartners Inc. ("AssuredPartners" together with Marsh, the "Insurance Brokers"). The Insurance Brokers assist the Debtors in obtaining comprehensive insurance coverage for their operations in a cost-effective manner, manages renewal data, markets the Insurance Policies, handles all interactions with Insurance Carriers (including negotiating policy terms, provisions, and premiums), and provides ongoing support throughout the applicable policy periods. As of January 17, 2020, Marsh is not paid by the Debtors but paid on a commission basis by various Insurance Carriers for its services related to casualty and property insurance coverage in connection with the Debtors. AssuredPartners is also paid a commission by various Insurance Carriers for its services related to financial and professional insurance coverage, including directors and officers liability coverage, in connection with the Debtors Insurance Policies. As of

⁶ The Debtors seek relief with respect to the Workers' Compensation Administrators, as defined therein, in the Wages Motion.

the Petition Date, the Debtors do not believe that they owe the Insurance Brokers any fees (the “Brokers’ Fees”). Out of an abundance of caution, the Debtors seek authority, but not direction, to honor any amounts owed to the Insurance Brokers and Sedgwick to ensure uninterrupted coverage under their Insurance Policies.

The Debtors’ Surety Bond Program

13. In the ordinary course of business, the Debtors are required to provide surety bonds to certain third parties, often governmental units or other public agencies, to secure the Debtors’ payment or performance of certain obligations a schedule of which is attached hereto as **Exhibit D**⁷ (the “Surety Bond Program”). A majority of the Debtors’ Surety Bond Program is comprised of utility bonds. The Debtors also maintain bond(s) to assure the United States Customs and Border Protection Agency (the “CBP Agency”) of their ability to pay any applicable duties, penalties or obligations, including any anti-dumping duties it may incur with respect to its imports. In addition, the Debtors are importers of record into Canada, but do not maintain a bond to guarantee their ability to pay any applicable duties, penalties, or obligations. Instead, the Debtors maintain a cash deposit of approximately \$300,000⁸ and have arrangements with their parcel service carries, such as FedEx, UPS, or DHL, to processes the necessary customs documents to Canadian customs.

⁷ The Debtors maintain approximately 91 surety bonds for utilities, one tax bond, and two customs bonds in the United States (the “U.S. Bonds”) in the aggregate amount of approximately \$7 million and four surety bonds for utilities in Canada in the aggregate amount of approximately \$13,650 (the “Canada Bonds”). The Debtors also maintain eight notary bonds (the “Notary Bonds”) and, together with the U.S. Bonds and the Canada Bonds, the “Surety Bonds” and each a “Surety Bond”). The descriptions of the Surety Bonds set forth in this Motion constitute a summary only. The actual terms of the Surety Bonds and Surety Indemnity Agreements will govern in the event of any inconsistency with the description in this Motion. The Debtors request authority to honor obligations and renew all Surety Bonds, as applicable, regardless of whether the Debtors inadvertently fail to include a particular Surety Bond on **Exhibit D**.

⁸ This deposit represents an amount equal to approximately one-half of the Debtors’ average monthly cost of import operations with Canada. Once the Debtors cease import operations with Canada and their corresponding accounts are settled, the Debtors’ will seek to recover the remaining cash deposit.

14. Unlike an insurance policy, if a surety incurs a loss on a surety bond, it is entitled to recover the full amount of that loss from the principal. To that end, the Debtors are party to indemnity agreements with Safeco Insurance Company of America, Liberty Mutual Insurance Company, Western Surety Company, Roanoke Agency, as successor in interest to American Alternative Insurance Corporation (“Roanoke”), and Avalon Risk Management (“Avalon”) (the “Sureties,” and each a “Surety”), which agreements set forth the Sureties’ rights to recover from the Debtors (together, the “Surety Indemnity Agreements”).⁹ Pursuant to the Surety Indemnity Agreements, the Debtors agree to indemnify the Sureties from any loss, cost, or expense that the Sureties may incur on account of the issuance of any bonds on behalf of the Debtors. Additionally, the Surety Indemnity Agreements allow the Sureties to request collateral from the Debtors from time to time.

15. In some instances, when a party that transacts with the Debtors requests a bond, the Debtors may determine that they do not wish to provide the cash or cash equivalent necessary to satisfy such request, but instead prefer to post a surety bond. In such situations, a surety will provide the full amount of the requested cash to the requesting party on behalf of the Debtors, in exchange for a premium payment and, in some instances collateral to secure the bond issuance. The issuance of a surety bond shifts the risk of the Debtors’ nonperformance or nonpayment from the utility companies and government agencies to the surety.

16. The Debtors maintain two bonds to assure the CBP Agency of their ability to pay any applicable duties, penalties or obligations, including any anti-dumping duties, it may incur with respect to its imports. The customs bond (the “Customs Import Bond”) provides up to

⁹ Safeco issued 53 of the Debtors’ U.S. Bonds; Liberty Mutual issued 40 of the Debtors’ U.S. Bonds and the Debtors’ four Canada Bonds; and Western issued the Debtors’ eight Notary Bonds.

\$3 million in coverage for all imports into the United States and guarantees the payment of import duties and taxes to the CBP Agency. It applies to all of the Debtors' imports in a 12-month period and also guarantees payment of any anti-dumping duty on imported furniture from China over a liquidation period determined by the CBP Agency. The Debtors are party to a Surety Indemnity Agreement with Roanoke with respect to the Customs Import Bond. Pursuant to the Surety Indemnity Agreement, the Debtors maintain a \$9.4 million standing letter of credit issued by Bank of America and pay Roanoke an annual fee of \$7,000. As of the Petition Date, the Debtors do not believe that they owe any amounts to Roanoke on behalf of the Customs Import Bond.

17. The Debtors also maintain a duty drawback bond (the "Duty Drawback Bond"), which provides up to \$1.5 million in coverage for potential liability in the occurrence of errors or omissions in any drawback claims the Debtors make to the CBP Agency on imported goods it then exports to Canada. The Debtors are party to a Surety Indemnity Agreement with Avalon with respect to the Duty Drawback Bond. Pursuant to the Surety Indemnity Agreement, the Debtors maintain a \$750,000 standing letter of credit issued by Bank of America and pay Avalon an annual fee of \$5,000. As of the Petition Date, the Debtors do not believe that they owe any amounts to Avalon on behalf of the Duty Drawback Bond.

18. The premiums for the Surety Bonds are generally determined on an annual basis and are paid by the Debtors when the Surety Bond is issued or renewed. The Debtors pay approximately \$52,000 annually in premiums on account of the Surety Bond Program. The Debtors estimate that 9 Surety Bonds need to be renewed in the 21 days after the Petition Date.

19. To continue their business operations during the reorganization process, the Debtors must be able to provide financial assurance to state governments, regulatory agencies, utility providers, and other third parties. This, in turn, requires the Debtors to maintain the existing

Surety Bond Program, including paying Surety Bond premiums as they come due and providing collateral, renewing, or potentially acquiring additional bonding capacity as needed in the ordinary course of business, and executing other agreements, such as letters of credit, as needed, in connection with the Surety Bond Program. Failing to provide, maintain, or timely replace their Surety Bonds may prevent the Debtors from complying with their state and federal law obligations, and consequently prevent them from undertaking essential functions related to their operations.

20. As of the Petition Date, the Debtors do not believe that they owe any amounts on account of the Surety Bonds whether as annual premiums or any other prepetition obligations. Out of an abundance of caution, however, the Debtors seek authority, but not direction, to honor any prepetition amounts owed to the Sureties, and to obtain any new letters of credit as may be requested in the ordinary course of business by the Sureties, to ensure the uninterrupted continuation of its Surety Bond Program.

Basis for Relief

I. Continuation of the Insurance Policies Is Required by the Bankruptcy Code and U.S. Trustee Operating Guidelines.

21. Section 1112(b)(4)(C) of the Bankruptcy Code provides that “failure to maintain appropriate insurance that poses a risk to the estate or to the public” is “cause” for mandatory conversion or dismissal of a chapter 11 case. 11 U.S.C. § 1112(b)(4)(C). In addition, in many instances, the coverage provided under the Insurance Policies is required by the regulations, laws, and contracts that govern the Debtors’ commercial activities, including the operating guidelines issued by the U.S. Trustee (the “U.S. Trustee Operating Guidelines”). Given this backdrop, the Debtors believe it is essential to their estates, and consistent with the Bankruptcy Code and the U.S. Trustee Operating Guidelines, that they maintain and continue to make all payments required

under their Insurance Policies, and have the authority to supplement, amend, extend, renew, or replace their Insurance Policies as needed, in their judgment, without further order of the Court.

II. Continuing the Insurance Policies and the Surety Bond Program Is Necessary to Preserve the Value of the Debtors' Estates.

22. The nature of the Debtors' business makes it essential for the Debtors to maintain their Insurance Policies on an ongoing and uninterrupted basis. The non-payment of any Insurance Obligations under the Insurance Policies could result in one or more of the Insurance Carriers terminating or declining to renew their insurance policies or refusing to enter into new insurance policies with the Debtors in the future. If any of the Insurance Policies lapse without renewal, the Debtors could be exposed to substantial personal liability or property damages, to the detriment of all parties in interest.

23. As a prerequisite for operations, certain of the Debtors' leases and financing agreements obligate the Debtors to remain current with respect to certain of their primary Insurance Policies. Thus, in order for the Debtors to maintain their operations in compliance with various legal and contractual obligations, the Debtors must be able to continue their Insurance Policies without disruption.

24. The continued arrangements with the Insurance Brokers and Sedgwick allow the Debtors and their employees to focus on the core operational matters associated with importing, marketing, and retailing home furnishings. The Debtors are not well-suited nor do they currently possess the required expertise to bring the services provided by the Insurance Brokers or Sedgwick in-house. The Insurance Brokers, among other things, assist the Debtors in obtaining comprehensive insurance coverage for their operations in a cost-effective manner and provide

ongoing support throughout the applicable policy periods.¹⁰ Sedgwick, among other things, assists the Debtors in handling claims related to workers' compensation, general liability, and insured litigation claims.

25. Continuing the Surety Bond Program is also necessary to maintain the Debtors' current business operations, and existing relationships with their utility providers and governmental agencies. Failing to provide, maintain, or timely replace their Surety Bonds will prevent the Debtors from complying with their state and federal law obligations, and consequently prevent them from undertaking essential functions related to their operations, such as shipping and receiving goods. In addition, many utility companies will not provide utility services to the Debtors without a surety bond in place. Based on the Debtors' current circumstances, it is not likely that the Debtors will be able to renew, or obtain replacement of, existing bonds on terms more favorable than those offered by the Sureties. Moreover, the process of establishing a new Surety Bond Program would be burdensome to the Debtors, and it is doubtful that the Debtors could replace all of the Surety Bonds in time to avoid defaults or other consequences of the applicable obligations. Finally, the Debtors rely heavily on importing goods from foreign suppliers and any disruption in payments to Sureties could result in termination of the Customs Import Bond and Duty Drawback Bond, which would negatively impact the Debtors' business.

III. Continuing the Insurance Policies and Paying Obligations Under the Insurance Policies and the Surety Bond Program in the Ordinary Course of Business is Warranted.

26. The Bankruptcy Code authorizes the Debtors to continue their prepetition practices with respect to the Insurance Policies and the Surety Bond Program as such practices are in the

¹⁰ The Insurance Brokers are paid on a commission basis by the Insurance Carriers, however, out of an abundance of caution the Debtors request the authority, but not the direction, to pay any Brokers' Fees that they may occur in connection with the services received by the Insurance Brokers.

ordinary course of business. Alternatively, to the extent any such practices fall outside of the ordinary course of business, the Court should authorize, but not direct, the Debtors to maintain, renew, or enter into new Insurance Policies on a postpetition basis and maintain the Surety Bond Program, including obtaining any new letters of credit as may be requested in the ordinary course of business by the Sureties, as such relief is in the Debtors' sound business judgment and enables the Debtors to preserve value, consistent with the policies of chapter 11.

27. Pursuant to section 363(c)(1) of the Bankruptcy Code, the Debtors may "enter into transactions . . . in the ordinary course of business" and "use property of the estate in the ordinary course of business without notice or a hearing." 11 U.S.C. § 363(c)(1). The Debtors' continuation of the Insurance Policies and Surety Bond Program on a postpetition basis are consistent with their prepetition practices. Accordingly, the Debtors are permitted to pay all postpetition amounts due pursuant to the Insurance Policies and the Surety Bond Program and to renew or obtain new policies or letters of credit concerning the same, because such actions are in the ordinary course of the Debtors' business.

28. To the extent that the Debtors' continuation of the Insurance Policies or Surety Bond Program are outside of the ordinary course of business, section 363(b)(1) of the Bankruptcy Code provides, in relevant part, that "[t]he [debtor], after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate." 11 U.S.C. § 363(b)(1). Under section 363(b) of the Bankruptcy Code, courts require a debtor to demonstrate only that a sound business purpose justifies the proposed use of property. *In re W.A. Mallory Co.*, 214 B.R. 834, 836 (Bankr. E.D. Va. 1997) (applying sound business purpose to section 363(b)) (citing *In re WBQ P'ship*, 189 B.R. 97, 102 (Bankr. E.D. Va. 1995)); *In re Montgomery Ward Holding Corp.*, 242 B.R. 147, 153 (D. Del. 1999); *see also Comm. of Equity*

Sec. Holders v. Lionel Corp. (In re Lionel Corp.), 722 F.2d 1063, 1070–71 (2d Cir. 1983) (requiring a “good business reason” to approve a sale pursuant to section 363(b)). Courts in this and other circuits have been consistently loath to interfere with corporate decisions “unless it is shown that the bankrupt’s decision was one taken in bad faith or in gross abuse of the bankrupt’s retained business discretion.” *Lubrizol Enters., Inc. v. Richmond Metal Finishers, Inc.*, 756 F.2d 1043, 1047 (4th Cir. 1985) (applying the business judgment rule to a debtor’s decision to reject an executory contract); *see also In re Tower Air, Inc.*, 416 F.3d 229, 238 (3d Cir. 2005) (“Overcoming the presumptions of the business judgment rule on the merits is a near-Herculean task.”); *In re Johns-Manville Corp.*, 60 B.R. 612, 616 (Bankr. S.D.N.Y. 1986) (“[W]here the debtor articulates a reasonable basis for its business decisions (as distinct from a decision made arbitrarily or capriciously), courts will generally not entertain objections to the debtor’s conduct.”). Thus, if a transaction satisfies the business judgment rule, it should be approved under section 363(b) of the Bankruptcy Code.

29. Out of an abundance of caution, to the extent than any transactions involving the Insurance Policies or Surety Bond Program are outside of the ordinary course, approval of such transactions is justified under section 363(b) of the Bankruptcy Code. The Debtors submit that maintaining the Insurance Policies and the Surety Bond Program enables them to avoid the incurrence of possibly significant liabilities and therefore represents a sound exercise of their business judgment. More specifically, any interruption in coverage would expose the Debtors to a number of risks, including: (a) the possible incurrence of direct liability for the payment of claims that otherwise would have been covered by the Insurance Policies; (b) the possible incurrence of material costs and other losses that otherwise would have been reimbursed, such as attorneys’ fees for certain covered claims; (c) the possible inability to obtain similar types and

levels of insurance coverage on terms equally favorable as the present coverage; (d) the possible incurrence of higher costs for re-establishing lapsed Insurance Policies or obtaining new insurance coverage; and (e) the possible loss of utility services and the inability to import and export goods by failing to maintain the Surety Bond Program. In short, failure to maintain the Insurance Policies and Surety Bond Program could have a detrimental impact on the Debtors' business and the value of their estates. Accordingly, the requirements of section 363(b) of the Bankruptcy Code are satisfied.

30. Furthermore, the relief requested is necessary to avoid immediate and irreparable harm and disruptions to the Debtors' business operations, and therefore justified under the doctrine of necessity. Section 105(a) of the Bankruptcy Code codifies the Court's inherent equitable powers to "issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title." 11 U.S.C. § 105(a). This "doctrine of necessity" functions in a chapter 11 case as a mechanism by which the bankruptcy court can exercise its equitable power to allow payment of critical prepetition claims not explicitly authorized by the Bankruptcy Code and further supports the relief requested herein. *See In re United Am., Inc.*, 327 B.R. 776, 781 (Bankr. E.D. Va. 2005) (acknowledging the doctrine of necessity is "a necessary deviation because otherwise there will be no reorganization and no creditor will have an opportunity to recoup any part of its pre-petition claim"); *In re NVR L.P.*, 147 B.R. 126, 127 (Bankr. E.D. Va. 1992) ("Under [section 105(a)] the court can permit pre-plan payment of a pre-petition obligation when essential to the continued operation of the debtor."); *see also In re Lehigh & New Eng. Ry.*, 657 F.2d 570, 581 (3d Cir. 1981) (holding that a court may authorize payment of prepetition claims if such payment is essential to debtor's continued operation); *In re Just for Feet, Inc.*, 242 B.R. 821, 824–25 (D. Del. 1999) (holding that section 105(a) of the Bankruptcy Code

“provides a statutory basis for payment of pre-petition claims” under the doctrine of necessity); *In re Ionosphere Clubs, Inc.*, 98 B.R. 174, 177 (Bankr. S.D.N.Y. 1983) (finding that section 105 empowers bankruptcy courts to authorize payment of prepetition debt when such payment is needed to facilitate the rehabilitation of the debtor).

31. Here, the Debtors seek to continue, amend, supplement, and extend their existing Insurance Policies and Surety Bond Program, and purchase new Insurance Policies, Surety Bonds and customs bonds, as is required by applicable law, in the ordinary course of business. As noted above, continuation of the Insurance Policies and Surety Bond Program is essential to continuing uninterrupted operations and preserving the value of the Debtors’ business, properties, and assets of the estates. The Insurance Policies protect the Debtors and other parties in interest from losses caused by casualty, natural disaster, fraud, or other unforeseen events. Moreover, in some cases, maintenance of insurance coverage is required by the regulations, laws, and contracts that govern the Debtors’ commercial activities, including the U.S. Trustee’s requirement that a debtor maintain adequate coverage given the circumstances of its chapter 11 case. In addition, the Surety Bond Program is essential to continuing utility services and import and export operations. Accordingly, in the event any of the Insurance Policies or Surety Bonds lapse or new coverage is required or necessary, it is imperative that the Debtors be able to renew, supplement, or purchase insurance coverage or a new surety bond on a postpetition basis in the ordinary course of business.

32. Courts in this jurisdiction have granted relief similar to that requested herein in other large chapter 11 cases. *See, e.g., In re Gemstone Solutions Group, Inc.*, No. 19-30258 (KLP) (Bankr. E.D. Va. Feb. 29, 2019) (authorizing debtors to continue their insurance policies and surety bond program); *In re Toys “R” Us, Inc.*, No. 17-34665 (KLP) (Bankr. E.D. Va. October 24, 2017) (same); *In re The Gymboree Corp.*, No. 17-32986 (KLP) (Bankr. E.D. Va. June 12, 2017) (same);

In re Penn Virginia Corp., No. 16-32395 (KLP) (Bankr. E.D. Va. June 9, 2016) (same); *In re Alpha Nat'l Res., Inc.*, No. 15-33896 (KRH) (Bankr. E.D. Va. Aug. 5, 2015) (same).¹¹

Processing of Checks and Electronic Fund Transfers Should be Authorized

33. The Debtors 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 debtor-in-possession financing and cash collateral. In addition, under the Debtors' existing cash management system, the Debtors can readily identify checks or wire transfer requests as relating to an authorized payment in respect of the Insurance Policies, Insurance Obligations, and the Surety Bond Program. Accordingly, the Debtors believe there is minimal risk that checks or wire transfer requests that the Court has not authorized will be inadvertently made. Therefore, the Debtors respectfully request that the Court authorize all applicable financial institutions, when requested by the Debtors, to receive, process, honor, and pay any and all checks or wire transfer requests in respect of the relief requested in this Motion.

The Requirements of Bankruptcy Rule 6003 Are Satisfied

34. Bankruptcy Rule 6003 empowers a court to grant relief within the first 21 days after the Petition Date "to the extent that relief is necessary to avoid immediate and irreparable harm." Fed. R. Bankr. P. 6003. For the reasons discussed above, (a) authorizing the Debtors to (i) maintain, renew, or supplement their Insurance Policies and honor all obligations in respect thereof, and (ii) maintain, renew, and supplement their Surety Bond Program on an uninterrupted basis, and (b) granting related relief requested herein is integral to the Debtors' ability to transition their operations into these chapter 11 cases. Failure to receive such authorization and other relief

¹¹ Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Motion. Copies of these orders are available upon request to the Debtors' proposed counsel.

during the first 21 days of these chapter 11 cases would severely disrupt the Debtors' operations at this critical juncture. For the reasons discussed herein, the relief requested is necessary in order for the Debtors to operate their business in the ordinary course and preserve the ongoing value of the Debtors' operations and maximize the value of their estates for the benefit of all stakeholders. Accordingly, the Debtors submit that they have satisfied the "immediate and irreparable harm" standard of Bankruptcy Rule 6003 to support granting the relief requested herein.

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

35. To implement the foregoing successfully, the Debtors seek a waiver of the notice requirements under Bankruptcy Rule 6004(a) and the 14-day stay of an order authorizing the use, sale, or lease of property under Bankruptcy Rule 6004(h).

Waiver of Memorandum of Points and Authorities

36. The Debtors also respectfully request that this Court treat this Motion as a written memorandum of points and authorities or waive any requirement that this Motion be accompanied by a written memorandum of points and authorities as described in Local Bankruptcy Rule 9013-1(G).

Reservation of Rights

37. Nothing contained herein is intended or shall be construed as: (a) an admission as to the amount of, basis for, or validity of any claim against the Debtors under the Bankruptcy Code, any foreign bankruptcy or insolvency law, 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 particular claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Motion; (e) a request or authorization to assume, adopt, or reject any prepetition 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; or (g) a waiver of any claims or causes of action which may exist against any entity under the Bankruptcy Code or any other applicable law. 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' rights to subsequently dispute such claim.

Notice

38. The Debtors will provide notice of this Motion via first class mail, facsimile or email (where available) to: (a) the United States Trustee for the Eastern District of Virginia, Attn: Kenneth N. Whitehurst III and Shannon F. Pecoraro; (b) the holders of the 30 largest unsecured claims against the Debtors (on a consolidated basis); (c) the agents under the Debtors' prepetition secured facilities and counsel thereto; (d) the DIP Agents and their respective counsel thereto; (e) the indenture trustee to the Debtors' industrial revenue bonds; (f) counsel to the ad hoc group of term loan lenders; (g) the lenders under certain Company-owned life insurance policies; (h) the Debtors' Canadian counsel; (i) the United States Attorney's Office for the Eastern District of Virginia; (j) the Internal Revenue Service; (k) the office of the attorneys general for the states in which the Debtors operate; (l) the Securities and Exchange Commission; (m) the Insurance Carriers; (n) the Sureties; (o) the Insurance Brokers; (p) Sedgwick; and (q) any party that has requested notice pursuant to Bankruptcy Rule 2002 (collectively, the "Notice Parties"). The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

No Prior Request

39. No prior request for the relief sought in this Motion has been made to this or any other court.

WHEREFORE, the Debtors respectfully request that the Court enter the Interim Order and Final Order granting the relief requested herein and such other relief as the Court deems appropriate under the circumstances.

Richmond, Virginia
Dated: February 17, 2020

/s/ Jeremy S. Williams

KUTAK ROCK LLP

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Exhibit A

Proposed Interim Order

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Proposed Co-Counsel to the Debtors and Debtors in Possession

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION**

)	
In re:	)	Chapter 11
)	
PIER 1 IMPORTS, INC., <i>et al.</i> , ¹	)	Case No. 20-30805 (KRH)
)	
Debtors.	)	(Joint Administration Requested)
)	

**INTERIM ORDER
(I) AUTHORIZING THE DEBTORS TO
(A) MAINTAIN, RENEW, OR SUPPLEMENT
THEIR INSURANCE POLICIES AND HONOR ALL OBLIGATIONS
IN RESPECT THEREOF, AND (B) MAINTAIN, RENEW, OR SUPPLEMENT
THEIR SURETY BOND PROGRAM, AND (II) GRANTING RELATED RELIEF**

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are set forth in the *Debtors' Motion for Entry of an Order (I) Directing Joint Administration of Chapter 11 Cases and (II) Granting Related Relief* filed contemporaneously herewith. The location of the Debtors' service address is 100 Pier 1 Place, Fort Worth, Texas 76102.

Upon the motion (the “Motion”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an interim order (this “Interim Order”): (a) authorizing, but not directing, the Debtors to (i) maintain, renew, or supplement their Insurance Policies and honor all obligations in respect thereof, and (ii) maintain, renew, and supplement their Surety Bond Program on an uninterrupted basis; and (b) granting related relief, and scheduling a final hearing to consider approval of the Motion on a final basis, 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. §§ 157 and 1334 and the *Standing Order of Reference from the United States District Court for the Eastern District of Virginia*, dated August 15, 1984; and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; 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 1409; 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’ notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and that 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 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 Motion is granted on an interim basis set forth in this Interim Order.

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

2. The final hearing (the “Final Hearing”) on the Motion shall be held on _____, 2020, at ___:___ .m., prevailing Eastern Time. Any objections or responses to entry of a final order on the Motion shall be filed on or before 4:00 p.m., prevailing Eastern Time on _____, 2020, and served on the Notice Parties. In the event no objections to entry of a final order on the Motion are timely received, this Court may enter such final order without need for the Final Hearing.

3. The Debtors shall serve a copy of the Motion and this Interim Order on each Insurance Carrier and Surety listed on Exhibits C and D to the Motion within two business days after the date this Interim Order is entered.

4. The Debtors are authorized, but not directed, to: (a) continue the Insurance Policies and pay any prepetition or postpetition obligations related to the Insurance Policies, including the payment of premiums, in accordance with the same practices and procedures as were in effect prior to the commencement of the Debtors’ chapter 11 cases, including, out of an abundance of caution, making any payments that may be owed to the Insurance Brokers and Sedgwick; (b) maintain the Surety Bond Program without interruption, including the payment of premiums, renewal or obtainment of new surety bonds, and execution of other agreements, including letters of credit, in connection with the Surety Bond Program; and (c) renew, amend, supplement, extend, or purchase insurance policies to the extent that the Debtors determine that such action is in the best interest of their estates; *provided, however*, that will respect to (a)–(c) the Debtors shall not pay any amounts related to the Insurance Policies and Surety Bond Program before such amounts are due or that do not come due within 21 days after the Petition Date.

5. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized 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 Interim Order, without any duty of further inquiry and without liability for following the Debtors' instructions.

6. Notwithstanding the relief granted in this Interim Order and any actions taken pursuant to such relief, nothing in this Interim Order shall be deemed: (a) an admission as to the amount of, basis for, or validity of any claim against the Debtors under the Bankruptcy Code, any foreign bankruptcy or insolvency law, 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 Interim Order or the Motion; (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 to the validity, priority, enforceability, or perfection of any lien on, security interest in, or encumbrance on property of the Debtors' estates; or (g) a waiver of any claims or causes of action which may exist against any entity under the Bankruptcy Code or any other applicable law. Any payment made pursuant to this Interim Order is not intended and should not be construed as an admission as the validity of any particular claim or a waiver of the Debtors' rights to subsequently dispute such claim.

7. The Debtors are authorized to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer 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.

8. Notwithstanding anything to the contrary in this Interim Order, any payment made or action taken by any of the Debtors pursuant to the authority granted in this Interim Order must be in compliance with, and shall be subject to: (i) any interim or final order approving the Debtors' use of cash collateral and/or any postpetition financing facilities (in either case, the "DIP Order"); (ii) the documentation in respect of any such postpetition financing facility and/or use of cash collateral; and (iii) the budget governing any such postpetition financing and/or use of cash collateral.

9. To the extent there is any inconsistency between the terms of the DIP Order and this Interim Order, the terms of the DIP Order shall control.

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

11. The requirement under Local Bankruptcy Rule 9013-1(G) to file a memorandum of law in connection with the Motion is waived.

12. 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) and the Local Bankruptcy Rules are satisfied by such notice.

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

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

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

Dated: _____
Richmond, Virginia

United States Bankruptcy Judge

WE ASK FOR THIS:

/s/ Jeremy S. Williams

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Proposed Co-Counsel to the Debtors and Debtors in Possession

CERTIFICATION OF ENDORSEMENT
UNDER LOCAL BANKRUPTCY RULE 9022-1(C)

Pursuant to Local Bankruptcy Rule 9022-1(C), I hereby certify that the foregoing proposed order has been endorsed by or served upon all necessary parties.

/s/ Jeremy S. Williams

Exhibit B

Proposed Final Order

directing, the Debtors to (i) maintain, renew, or supplement their Insurance Policies and honor all obligations in respect thereof, and (ii) maintain, renew, and supplement their Surety Bond Program on an uninterrupted basis; 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. §§ 157 and 1334 and the *Standing Order of Reference from the United States District Court for the Eastern District of Virginia*, dated August 15, 1984; and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; 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 1409; 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' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and that 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 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 Motion is granted on a final basis as set forth in this Final Order.
2. The Debtors shall serve a copy of the Motion and this Final Order on each Insurance Carrier and Surety listed on Exhibits C and D to the Motion within two business days after the date this Final Order is entered.
3. The Debtors are authorized, but not directed, to: (a) continue the Insurance Policies and pay any prepetition or postpetition obligations related to the Insurance Policies in accordance

with the same practices and procedures as were in effect prior to the commencement of the Debtors' chapter 11 cases, including making payments to the Insurance Brokers and Sedgwick, as required; (b) maintain the Surety Bond Program without interruption, including the payment of premiums, renewal or obtainment of new surety bonds, and execution of other agreements, including letters of credit, in connection with the Surety Bond Program; and (c) renew, amend, supplement, extend, or purchase insurance policies to the extent that the Debtors determine that such action is in the best interest of their estates; *provided* that the Debtors shall not pay any amounts related to the Insurance Policies and Surety Bond Program before such amounts are due.

4. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized 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 Final Order, without any duty or further inquiry and without liability for following the Debtors' instructions.

5. Notwithstanding the relief granted in this Final Order and any actions taken pursuant to such relief, nothing in this Final Order shall be deemed: (a) an admission as to the amount of, basis for, or validity of any claim against the Debtors under the Bankruptcy Code, any foreign bankruptcy or insolvency law, 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 Final Order or the Motion; (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 to the validity, priority, enforceability, or perfection of any lien on, security

interest in, or encumbrance on property of the Debtors' estates; or (g) a waiver of any claims or causes of action which may exist against any entity under the Bankruptcy Code or any other applicable law. Any payment made pursuant to this Final Order is not intended and should not be construed as an admission as the validity of any particular claim or a waiver of the Debtors' rights to subsequently dispute such claim.

6. The Debtors are authorized to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer 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.

7. Nothing in this Final Order or the Motion shall be construed as prejudicing the rights of the Debtors to dispute or contest the amount of or basis for any claims against the Debtors in connection with or relating to the Debtors' Insurance Policies, Insurance Obligations, or Surety Bond Program.

8. Notwithstanding anything to the contrary in this Final Order, any payment made or action taken by any of the Debtors pursuant to the authority granted in this Final Order must be in compliance with, and shall be subject to: (i) any interim or final order approving the Debtors' use of cash collateral and/or any postpetition financing facilities (in either case, the "DIP Order"); (ii) the documentation in respect of any such postpetition financing facility and/or use of cash collateral; and (iii) the budget governing any such postpetition financing and/or use of cash collateral.

9. To the extent there is any inconsistency between the terms of the DIP Order and this Final Order, the terms of the DIP Order shall control.

10. The requirement under Local Bankruptcy Rule 9013-1(G) to file a memorandum of law in connection with the Motion is waived.

11. 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) and the Local Bankruptcy Rules are satisfied by such notice.

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

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

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

Dated: _____
Richmond, Virginia

United States Bankruptcy Judge

WE ASK FOR THIS:

/s/ Jeremy S. Williams

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Proposed Co-Counsel to the Debtors and Debtors in Possession

CERTIFICATION OF ENDORSEMENT
UNDER LOCAL BANKRUPTCY RULE 9022-1(C)

Pursuant to Local Bankruptcy Rule 9022-1(C), I hereby certify that the foregoing proposed order has been endorsed by or served upon all necessary parties.

/s/ Jeremy S. Williams

Exhibit C

Insurance Policies

Insurance Policies

<u>Type of Policy Coverage</u>	<u>Insurance Carrier(s)</u>	<u>Policy Number(s)</u>	<u>Policy Term</u>	<u>Geographic/ Foreign Limitations</u>	<u>Description of Policy</u>	<u>Approximate Annualized Premium</u>
<u>Property</u>						
Stock Throughput (Primary)	XL Specialty Insurance (Lead) Roanoke Underwriting Munich Starr Indemnity Edurance American Insurance Mitsui Sumitomo Insurance Liberty Mutual Insurance	UM00077276MA19A 19MRSCG243-01 MASICNY1163US19 OMC10014618000 OCMM130221 NYOMC111678	June 14, 2019 - June 14, 2020	None	Insures goods in ocean transit and in warehouse storage	\$318,150
Stock Throughput (Excess)	Great American Insurance Canopus Insurance Services	OMC9150385 DWMZ14368AAA	June 14, 2019 - June 14, 2020	None	Insures goods in ocean transit and in warehouse storage	\$40,000
All Risk	Zurich American Insurance Company	MLP9138635-13	June 1, 2019 - June 1, 2020	Applies only to United States of America and its territories	Insures against direct physical loss to real property and personal property	\$324,205
California Earthquake	Evanston Insurance Company	MKLV12XP003012	June 1, 2019 - June 1, 2020	California locations only	Additional earthquake coverage in California on the all-risk	\$15,480
<u>Financial Professional</u>						
D & O Liability (tail coverage included)	Wesco Insurance Company / Euclid Executive Liability	EUW180635500	November 1, 2019 - November 1, 2020	None	Excess - Insurance Clause A, B & C Tail coverage takes effect at the earlier of November 1, 2020 or upon emergence from bankruptcy protection (six year run-off premium is \$427,500)	\$150,000
D & O Liability (tail coverage included)	QBE Insurance Corp.	QPL1617291	November 1, 2019 - November 1, 2020	None	Excess - Insurance Clause A DIC Tail coverage takes effect at the earlier of November 1, 2020 or upon emergence from bankruptcy protection (six year run-off premium is \$427,500)	\$150,000
D & O Liability (tail coverage included)	XL Specialty Insurance Company	ELU16469019	November 1, 2019 - November 1, 2020	None	Excess - Insurance Clause A, B & C Tail coverage takes effect at the earlier of November 1, 2020 or upon emergence from bankruptcy	\$150,000

Case 20-30805-KTH
 Filed 02/11/20
 Entered 02/11/20 16:27:55 Desc
 Document Page 30 of 49

<u>Type of Policy Coverage</u>	<u>Insurance Carrier(s)</u>	<u>Policy Number(s)</u>	<u>Policy Term</u>	<u>Geographic/ Foreign Limitations</u>	<u>Description of Policy</u>	<u>Approximate Annualized Premium</u>
					protection (six year run-off premium is \$427,500)	
D & O Liability (tail coverage included)	Berkshire Hathaway Specialty Insurance	47EPC30936101	November 1, 2019 - November 1, 2020	None	Excess - Insuring Clause A DIC Tail coverage takes effect at the earlier of November 1, 2020 or upon emergence from bankruptcy protection (six year run-off premium is \$427,500)	\$150,000
D & O Liability (tail coverage included)	Allied World National Assurance Company	03050145	November 1, 2019 - November 1, 2020	None	Excess - Insuring Clause A, B & C Tail coverage takes effect at the earlier of November 1, 2020 or upon emergence from bankruptcy protection (six year run-off premium is \$980,400)	\$344,000
D & O Liability (tail coverage included)	National Union Fire Insurance Company of Pittsburgh, PA (AIG)	024064028 Form 104142	November 1, 2019 - November 1, 2020	None	Primary - Insuring Clause A, B & C Tail coverage takes effect at the earlier of November 1, 2020 or upon emergence from bankruptcy protection (six year run-off premium is \$1,090,900)	\$382,800
D & O Liability (tail coverage included)	Continental Casualty Co.	652165499	November 1, 2019 - November 1, 2020	None	Excess - Insuring Clause A DIC Tail coverage takes effect at the earlier of November 1, 2020 or upon emergence from bankruptcy protection (six year run-off premium is \$427,500)	\$150,000
D & O Liability (tail coverage included)	National Union Fire Insurance Company of Pittsburgh (AIG)	024065090	November 1, 2019 - November 1, 2020	None	Excess - Insuring Clause A DIC Tail coverage takes effect at the earlier of November 1, 2020 or upon emergence from bankruptcy protection (six year run-off premium is \$491,625)	\$150,000
D & O Liability (tail coverage included)	Berkley Insurance Company	BPRO8048945	November 1, 2019 - November 1, 2020	None	Excess - Insuring Clause A DIC Tail coverage takes effect at the earlier of November 1, 2020 or upon emergence from bankruptcy protection (six year run-off premium is \$427,500)	\$150,000

Case 20-10865-PRH
 Filed 02/17/20
 Document 1-1
 Page 3 of 19
 Desc N

<u>Type of Policy Coverage</u>	<u>Insurance Carrier(s)</u>	<u>Policy Number(s)</u>	<u>Policy Term</u>	<u>Geographic/ Foreign Limitations</u>	<u>Description of Policy</u>	<u>Approximate Annualized Premium</u>
D & O Liability (tail coverage included)	National Union Fire Insurance Company of Pittsburgh (AIG)	024064029	November 1, 2019 - November 1, 2020	None	Excess - Insuring Clause A DIC Tail coverage takes effect at the earlier of November 1, 2020 or upon emergence from bankruptcy protection (six year run-off premium is \$488,490)	\$171,400
D & O Liability (tail coverage included)	Twin City Fire Insurance Company	83 DA 0325218 19	November 1, 2019 - November 1, 2020	None	Excess - Insuring Clause A, B & C Tail coverage takes effect at the earlier of November 1, 2020 or upon emergence from bankruptcy protection (six year run-off premium is \$427,500)	\$150,000
D & O Liability (tail coverage included)	Beazley Insurance Company, Inc.	V15WBL191101	November 1, 2019 - November 1, 2020	None	Excess - Insuring Clause A DIC Tail coverage takes effect at the earlier of November 1, 2020 or upon emergence from bankruptcy protection (six year run-off premium is \$427,500)	\$150,000
D & O Liability (tail coverage included)	Endurance American Insurance Company (SOMPO)	DOX10004240506	November 1, 2019 - November 1, 2020	None	Excess - Insuring Clause A, B & C Tail coverage takes effect at the earlier of November 1, 2020 or upon emergence from bankruptcy protection (six year run-off premium is \$484,500)	\$170,000
D & O Liability (tail coverage included)	Axis Insurance Company	MCN642424/01/2019	November 1, 2019 - November 1, 2020	None	Excess - Insuring Clause A DIC Tail coverage takes effect at the earlier of November 1, 2020 or upon emergence from bankruptcy protection (six year run-off premium is \$427,500)	\$150,000
Fiduciary Liability (Primary)	Federal Insurance Company (Chubb)	8108-4131	October 11, 2019 - October 11, 2020	None	Pension, Welfare, HIPAA, Fiduciary and ERISA	\$21,992
Cyber/Privacy Liability (Primary)	Lloyd's of London (Beazley)	W11F05190901	September 20, 2019 - September 20, 2020	None	Data Breach, Data Recovery, Breach Response, Cyber Extortion, PCI Fines, Network Liability	\$369,828

Case No. 20-30005-KTH Doc 17 Filed 02/17/20 Entered 02/17/20 09:55 Desc

<u>Type of Policy Coverage</u>	<u>Insurance Carrier(s)</u>	<u>Policy Number(s)</u>	<u>Policy Term</u>	<u>Geographic/ Foreign Limitations</u>	<u>Description of Policy</u>	<u>Approximate Annualized Premium</u>
Commercial Crime	RLI Insurance Company	BND0102046	October 11, 2019 - October 11, 2020	None	Employee Dishonesty, Funds Transfer, Forgery, Counterfeit, Computer Fraud	\$22,547
Fiduciary Liability (Excess)	RLI Insurance Company	EPG0021626	October 11, 2019 - October 11, 2020	None	Pension, Welfare, HIPAA, Fiduciary and ERISA	\$16,637
Cyber/Privacy Liability (Primary)	Greenwich Insurance Company (XL)	MTE9031371 05	September 20, 2019 - September 20, 2020	None	Data Breach, Data Recovery, Breach Response, Cyber Extortion, PCI Fines, Network Liability	\$139,653
Employment Practices Liability	Endurance American Insurance Company (SOMPO)	EPP10009951603	October 11, 2019 - October 11, 2020	None	Employment practices and discrimination	\$119,405
Special Crime - Kidnap & Ransom	U.S. Specialty Insurance Company (HCC)	U718-86020	October 11, 2018 - October 11, 2021	None	Employee Dishonesty, Funds Transfer, Forgery, Counterfeit, Computer Fraud	\$10,085 (One time payment for three years)
<u>Casualty</u>						
Punitive Damages	XL Insurance Company SE - Irish Branch	US00052669LI19A	March 1, 2019 - April 1, 2020	None	Insures against punitive damages in consequence of injury, damage or offense	\$5,000
Casualty - Punitive	Indemnity Insurance Company of North America (Chubb)	PD10122-001-A	March 1, 2019 - April 1, 2020	None	Insures against punitive damages in consequence of injury, damage or offense	\$11,934
Punitive Damages	Magna Carta Insurance, Ltd.	MCEN205148	March 1, 2019 - April 1, 2020	None	Insures against punitive damages in consequence of injury, damage or offense	\$5,000
Punitive Damages	American International Reinsurance Company, Ltd.	13631190	March 1, 2019 - April 1, 2020	None	Insures against punitive damages in consequence of injury, damage or offense	\$32,169
Casualty - Excess Liability	Great American Spirit Insurance Company	EXC 2276241	March 1, 2019 - April 1, 2020	None	Insures against bodily injury, property damage, other claims from 3rd parties	\$37,750
Punitive Damages	Great American Spirit Insurance Company	EXC 1493320	March 1, 2019 - April 1, 2020	None	Insures against punitive damages in consequence of injury, damage or offense	\$5,000

Case 2:20-cv-00805-KEM Document 1-1 Filed 02/17/20 Entered 02/17/20 16:27:55 Desc

<u>Type of Policy Coverage</u>	<u>Insurance Carrier(s)</u>	<u>Policy Number(s)</u>	<u>Policy Term</u>	<u>Geographic/ Foreign Limitations</u>	<u>Description of Policy</u>	<u>Approximate Annualized Premium</u>
Casualty - Excess Liability	Indemnity Insurance Company of North America (Chubb)	XSM G71496326 001	March 1, 2019 - April 1, 2020	None	Insures against bodily injury, property damage, other claims from 3rd parties	\$37,750
Casualty - Excess Liability	XL Insurance America, Inc.	US00052669LI19A	March 1, 2019 - April 1, 2020	None	Insures against bodily injury, property damage, other claims from 3rd parties	\$49,970
Automobile Liability	Safety National Casualty Corporation	CAF4043719	March 1, 2019 - April 1, 2020	US, US Territories and Canada	Insures damages in consequence of bodily injury or property damage from vehicles	\$11,462
Workers Compensation and Employers Liability	Safety National Casualty Corporation	LDS4043715 PS 4043716	March 1, 2019 - April 1, 2020	None	Statutory Workers' Compensation and Employers Liability	\$633,784
General Liability - Canada	Tokio Marine & Nichido Fire Insurance Co., Ltd.	CBC 5657447	March 1, 2019 - April 1, 2020	Applies to Canada	Insures against bodily injury, property damage, other claims from 3rd parties	\$19,500
General Liability - Canada - Excess	AIG Insurance Company of Canada	28295100	March 1, 2019 - April 1, 2020	Applies to Canada	Insures against bodily injury, property damage, other claims from 3rd parties	\$14,600
Casualty - Excess Liability	Endurance American Insurance Company (SOMPO)	XSC30000058903	March 1, 2019 - April 1, 2020	None	Insures against bodily injury, property damage, other claims from 3rd parties	\$20,469
Foreign Liability	Zurich American Insurance Company	ZE 0233383-03	March 1, 2019 - April 1, 2020	None	Applies to international operations and activities	\$12,260
General Liability	Safety National Casualty Corporation	GL 4043721	March 1, 2019 - April 1, 2020	US, US Territories and Canada	Insures against bodily injury, property damage, other claims from 3rd parties	\$247,584
Casualty - Excess Liability	Commerce and Industry Insurance Company (AIG)	28295099	March 1, 2019 - April 1, 2020	None	Insures against bodily injury, property damage, other claims from 3rd parties	\$206,626

Case 20-3380-PRH Document 1-1 Filed 02/17/20 Entered 02/17/20 16:27:55 Desc N

Exhibit D

Surety Bond Program

Surety Bonds

Bond Type	Bond Number	Surety	Bond Description	Expiration Date	Premium	Obligee
US BONDS						
Utility	5940894	Safeco Ins. Co. of Am.	Blanket Utility Bond for #675, #829	6/1/2020	\$100.00	Tampa Electric Co.
Utility	5940896	Safeco Ins. Co. of Am.	Utility Bond for 0045, 1453, 1602	6/1/2019	\$233.00	Jacksonville Electric Authority
Utility	5940897	Safeco Ins. Co. of Am.	Utility Bond for #845	6/7/2020	\$100.00	Clarksville Dept. of Electricity
Utility	5940902	Safeco Ins. Co. of Am.	Utility Bond for #774	6/26/2020	\$100.00	Bowling Green Municipal Utilities
Utility	5940908	Safeco Ins. Co. of Am.	Utility Bond for Store #361, #383, #537, #671	6/12/2020	\$436.00	Alabama Power Company
Utility	5940911	Safeco Ins. Co. of Am.	Utility Bond for #810	7/7/2020	\$100.00	City of North Little Rock, AR
Utility	5940912	Safeco Ins. Co. of Am.	Utility Bond for Store #108	7/20/2020	\$100.00	Middle Tennessee Electric Membership Corp.
Utility	5940917	Safeco Ins. Co. of Am.	Utility Bond for Store #386	8/2/2020	\$100.00	City of Huntsville, AL
Utility	5940918	Safeco Ins. Co. of Am.	Utility Bond for #501	8/6/2020	\$101.80	Green River Electric Corp.
Utility	6075763	Safeco Ins. Co. of Am.	Utility Bond for Store #852	8/4/2020	\$100.00	City of Lafayette, LA
Utility	6075764	Safeco Ins. Co. of Am.	Utility Bond for Store #491, #1166 and #1477	8/21/2020	\$179.00	Energy Mississippi Inc.
Utility	6075765	Safeco Ins. Co. of Am.	Utility Bond for #658	9/2/2020	\$100.00	City of Lakeland, FL
Utility	6075766	Safeco Ins. Co. of Am.	Utility Bond for Store #069	9/10/2020	\$100.00	City of Rocky Mount, NC
Utility	6075770	Safeco Ins. Co. of Am.	Utility Bond for #001, #129, #155, #283, #391, #397, #469, #504, #519, #536, #640, #647, #663, #726, #787, #797, #1035, #1042, #1093, #1225, #1239, #1277, #1454, #1506, #1510, #1535, #1561	9/11/2020	\$2,423.00	Florida Power & Light Co.
Utility	6075772	Safeco Ins. Co. of Am.	Utility Bond for #503	10/5/2020	\$100.00	Greystone Power Corp.
Utility	6075774	Safeco Ins. Co. of Am.	Utility Bond Store #853	10/12/2020	\$100.00	Hoke Gas & Electric
Utility	6075779	Safeco Ins. Co. of Am.	Utility Bond Store #'s 0164 & 1234 (removed 0271 on	11/2/2020	\$186.00	Gas Power, Pensacola, FL

Case No. 20-00805-KRM-D
 Document Entered 02/17/20 Page 42 of 49
 Desc N

Bond Type	Bond Number	Surety	Bond Description	Expiration Date	Premium	Obligee
			11/2/14 for good payment standing)			
License Perm	6075784	Safeco Ins. Co. of Am.	Sales Tax Bond for all stores in Nevada 1568 1212 1322 1359 1071 1253 1386	12/11/2020	\$2,274.00	State of Nevada
Utility	6075788	Safeco Ins. Co. of Am.	Utility Bond for Store #244	1/11/2020	\$100.00	City of Las Cruces, NM
Utility	6075789	Safeco Ins. Co. of Am.	Utility Bond for #366	2/25/2020	\$100.00	City of Tallahassee, FL
Utility	6075795	Safeco Ins. Co. of Am.	Utility Bond for #494	3/22/2020	\$100.00	The Empire District Electric Co.
Utility	6108663	Safeco Ins. Co. of Am.	Utility Bond #1029	8/23/2020	\$100.00	Branchtree Electric
Utility	6134863	Safeco Ins. Co. of Am.	Utility Bond #1084	10/30/2020	\$100.00	Tampa Electric Co.
Utility	6134864	Safeco Ins. Co. of Am.	Utility Bond #028, #136, #711, #1051	10/31/2020	\$411.00	Energy Louisiana
Utility	6144136	Safeco Ins. Co. of Am.	Utility Bond for Store #1134	1/8/2020	\$100.00	Rivera Electric
Utility	6144725	Safeco Ins. Co. of Am.	Utility Bond #556	11/5/2020	\$100.00	Ameren CIPS
Utility	6171335	Safeco Ins. Co. of Am.	Utility Bond #1213	11/5/2020	\$100.00	Huntsville Utilities
Utility	6179304	Safeco Ins. Co. of Am.	Utility Electric Bond #1241	5/12/2020	\$100.00	Knoxville Utility Bond
Utility	6179311	Safeco Ins. Co. of Am.	Utility Bond Store #1264 & 1345	8/21/2020	\$117.00	Orlando Utilities Commission
Utility	6179312	Safeco Ins. Co. of Am.	Utility Bond on #421, #487, #723, #766, #1000, #1305, #1361, and #1379	8/21/2020	\$580.00	Progress Energy
Utility	6179313	Safeco Ins. Co. of Am.	Water Bond Store #1305	10/24/2020	\$100.00	City Of Clearwater
Utility	6179314	Safeco Ins. Co. of Am.	Utility Bond for Store #1291	11/17/2020	\$100.00	Tampa Electric Co.
Utility	6179315	Safeco Ins. Co. of Am.	Utility Bond for Store #1353	11/14/2020	\$100.00	City Of Jacksonville Beach
Utility	6179328	Safeco Ins. Co. of Am.	Utility Bond for Store #1460	10/5/2020	\$100.00	Enterprise Public Utilities
Utility	6201714	Safeco Ins. Co. of Am.	Utility Bond Store #1266	2/10/2020	\$100.00	City Of Tampa Electric
Utility	6206684	Safeco Ins. Co. of Am.	Utility Bond Store #1148	3/6/2020	\$100.00	City Of Ed
Utility	6206686	Safeco Ins. Co. of Am.	Utility Water Bond #1241	3/12/2020	\$100.00	Lebanon City Utilities Board
Utility	6206736	Safeco Ins. Co. of Am.	Electric Utility Bond #1265	6/7/2020	\$100.00	Reynolds Resources Inc.
Utility	6304383	Safeco Ins. Co. of Am.	Utility Bond Store # 403, #1292, #1331	4/27/2020	\$100.00	Missouri Gas Energy

Case No. 20-8085-KJH Doc 7 Filed 02/17/20 Page 43 of 119

Desc N

Bond Type	Bond Number	Surety	Bond Description	Expiration Date	Premium	Obligee
Utility	022055310	Safeco Ins. Co. of Am.	Utility Bond for #1452	6/17/2020	\$100.00	Kissimmee Utility Authority
Utility	6304408	Safeco Ins. Co. of Am.	Utility Bond for Store #1501	10/3/2020	\$100.00	Sumter Electric Cooperative
Utility	6304411	Safeco Ins. Co. of Am.	Utility Bond for #0065, #224, 429, #688, #1030, #1140, #1161, #1270, #1275, #1389, #1534, #1536, #1603	10/28/2020	\$431.00	Progress Energy Carolinas, Inc.
Utility	6304474	Safeco Ins. Co. of Am.	Utility bond for #177, #332, #369, #431, #454, #470, #569, #689, #746, #792, #1033, #1114, #1145, #1162, #1293, #1311, #1375, #1427, #1479, #1488	3/1/2020	\$1,424.00	Dominion Virginia Power
Utility	6304475	Safeco Ins. Co. of Am.	Utility bond for #088, #114, #313, #708, #736, #1127, #1171, #1205	2/23/2020	\$100.00	Dominion East Ohio
Utility	6403748	Safeco Ins. Co. of Am.	Utility bond for #011, #160, #354	3/1/2020	\$100.00	Dominion Peoples
Utility	6403751	Safeco Ins. Co. of Am.	Utility bond for #034, #120, #162, #218, #290, #532, #650, #890, #1390, #1391, and #6011 added 12/19/18 #1647 & #6012	3/15/2020	\$3,264.00	Baltimore Gas & Electric Company
Utility	6403774	Safeco Ins. Co. of Am.	Utility bond for #115	3/30/2020	\$100.00	Energy New Orleans, Inc.
Utility	6443318	Safeco Ins. Co. of Am.	Utility bond for #229, #312, #404, #520, #541, #567, #695, #878, #1185, #1215, #1285, #1310, #1405, #1484, #6021	12/1/2020	\$2,414.00	Georgia Power Company
Utility	22029516	Liberty Mutual Insurance Co.	Utility Bond for 1214	11/8/2020	\$100.00	Marietta Board of Lights and Water
Utility	22036789	Liberty Mutual Insurance Co.	Utility Bond for #1589	1/13/2021	\$100.00	Watauga River Electric Cooperation
Utility	22036790	Liberty Mutual Insurance Co.	Utility Bond for #1237	2/28/2020	\$206.00	Long Island Lighting Company d/b/a

Case 20-30805-KRH Document 17 Filed 02/17/20 Entered 02/17/20 16:27:55 Desc

Bond Type	Bond Number	Surety	Bond Description	Expiration Date	Premium	Obligee
Utility (Amended)	22036792	Liberty Mutual Insurance Co.	Utility Bond for #1302 0704 0061 0669 1067 0706 1369 0803 1459 0456 - Gas	3/13/2020	\$154.00	KeySpan Gas East Corporation d/b/a National Grid
Utility	22036793	Liberty Mutual Insurance Co.	Utility Bond for #1587	4/4/2020	\$100.00	Brownsville Public Utilities Board
Utility	22036796	Liberty Mutual Insurance Co.	Utility Bond for #867	7/18/2020	\$104.00	EPB
Utility	22036820	Liberty Mutual Insurance Co.	Utility Bond for #1625 - (\$2,700 elect/\$300 gas)	9/4/2020	\$100.00	Watson EMC (Electric Membership Corporation)
Utility	22036829	Liberty Mutual Insurance Co.	Utility Bond for #1630	9/16/2020	\$100.00	Columbia Edison
Utility	22036838 <i>(was originally 22036839, but bond # was corrected 8/25/14)</i>	Liberty Mutual Insurance Co.	Utility Bond for #1655	6/2/2020	\$100.00	Tampa Electric Co.
Utility	22036845	Liberty Mutual Insurance Co.	Utility Bond for #1661 (\$1,800 Elect/\$100 Water)	9/8/2020	\$100.00	Frankfort Plant Board
Utility	22049179	Liberty Mutual Insurance Co.	Utility Bond for #1654	2/19/2020	\$100.00	Liberty Utilities
Utility	22050397	Liberty Mutual Insurance Co.	Utility bond for #4901 (Two separate electric meters, so utility reqd 2 sep bonds) Acct#10676925018	6/1/2020	\$143.00	American Electric Power/AEP Ohio, 1 EP Way, Hurricane, WV 25526
Utility	22050398	Liberty Mutual Insurance Co.	Utility bond for #4901 (Two separate electric meters, so utility req'd 2 sep bonds) Acct#10686489385	6/1/2020	\$101.00	American Electric Power/AEP Ohio, 1 EP Way, Hurricane, WV 25526
Utility	22051295	Liberty Mutual Insurance Co.	Utility bond for #1658	3/16/2020	\$100.00	Stool Tennessee Essential Services
Utility	22051298	Liberty Mutual Insurance Co.	Utility bond for #1677	3/9/2020	\$100.00	Central GA EMC
Utility	22051323	Liberty Mutual Insurance Co.	Utility Bond for #1665	2/24/2020	\$100.00	Columbia Edison
Utility	22051364	Liberty Mutual Insurance Co.	Utility Bond for #6041- <u>Irrigation account</u>	3/25/2020	\$100.00	Forsyth Worth Water Department

Case 5:20-cv-03089-KRH Document 17-1 Filed 02/17/20 Page 45 of 49 Entered 02/17/20 16:27:55 Desc N

Bond Type	Bond Number	Surety	Bond Description	Expiration Date	Premium	Obligee
			(Fulfillment Ctr address 14900 Trinity Blvd, Fort Worth, TX 76155)			
Utility	22055309	Liberty Mutual Insurance Co.	Utility Bond for #1452	7/8/2020	\$100.00	Toho Water Authority
Utility	22055606	Liberty Mutual Insurance Co.	Utility Bond #0352	9/2/2020	\$100.00	Duke Energy
Utility	6154934 (now 60S003191)	Safeco Ins. Co. of Am.	Utility Bond #302, #531 & #1126	4/22/2020	\$163.00	Energy Louisiana
Utility	6304413 - new rider added to bond for \$4800. 4/23/14	Safeco Ins. Co. of Am.	Utility bond for #308, #554, #629, #1135, #1373, #1374, new store #1648	11/4/2020	\$756.00	Savannah River Project
Utility	22052643	Safeco Ins. Co. of Am.	Utility Bond for #1688	10/19/2020	\$100.00	ComEd
Utility	22052687	Liberty Mutual Insurance Co.	Utility Bond for #1682	4/26/2020	\$100.00	Cleco Power
Utility	22052693	Liberty Mutual Insurance Co.	Utility Bond for #1685	5/2/2020	\$100.00	ComEd
Utility	22055612	Safeco Ins. Co. of Am.	Utility Bond for #0670, #1069, #1110, #1128, #1193, #1219, #1247, #1252, #1295, #1664	9/2/2020	\$312.00	Duke Energy Carolinas
Utility	22055611	Safeco Ins. Co. of Am.	Utility Bond for #1656, #1222, #1334, #1571, #1664	9/2/2020	\$168.00	Duke Energy Carolinas
Utility	22056283	Liberty Mutual Insurance Co.	Utility Bond for #0544, #0697, #1021, #1238, #0849	10/6/2020	\$179.00	Duke Energy Indiana
Utility	22057926	Liberty Mutual Insurance Co.	Utility Bond for Store # 1072	7/26/2020	\$100.00	Tucson Electric Power Company
Utility	22057927	Liberty Mutual Insurance Co.	Utility Bond for Store # 1424	7/26/2019	\$140.00	Tucson Electric Power Company
Utility	22057928	Liberty Mutual Insurance Co.	Utility Bond for Store #0292	7/26/2020	\$160.00	Tucson Electric Power Company
Utility	22059181	Liberty Mutual Insurance Co.	Utility Bond for #0781, #0709, #0705, #0674, #0642, #0485, #0450, #0439, #0374, #0370, #0286, #0250, #0247,	11/29/2020	\$3,200.00	Pacific Gas and Electric Company

Case 2:03-cv-00805-1-BRH Document 17-1 Filed 02/17/20 Page 46 of 49
 Desc N

Bond Type	Bond Number	Surety	Bond Description	Expiration Date	Premium	Obligee
			#0092, #0008, #1628, #1606, #1605, #1601, #1597, #1585, #1554, #1531, #1476, #1371, #1339, #1325, #1312, #1304, #1245, #1195, #1186, #1179, #1173, #1169, #1167, #1153, #1132, #1047, #1026, #1022, #0813,			
Utility	22220699	Liberty Mutual Insurance Co.	Utility Bond for #1552, #1318, #0794, #1251, #1048, #1485, #0022, #1056 -> same acct as 0975 had	9/25/2020	\$248.00	PECO
Utility	22222270	Liberty Mutual Insurance Co.	Utility Bond for 0014, 0135, 0153, 0196, 0199, 0508, 0545, 0610, 0643, 0683, 0809, 1002, 1074, 1124, 1192, 1208, 1217, 1267, 1356, 1360, 1366, 1399, 1431, 1448, 1450, 1541, 1560, 1595, 1607, 1634, 1652, 1687, 6051	11/5/2020	\$3,960.00	Southern California Edison
Utility	22222300	Liberty Mutual Insurance Co.	Utility Bond for 0509	12/20/2020	\$100.00	Deco
Utility	22222299	Liberty Mutual Insurance Co.	Utility Bond for 1598	12/20/2020	\$100.00	Marva Power & Light Company
Utility	22222305	Liberty Mutual Insurance Co.	Utility Bond for 1158	1/10/2021	\$100.00	UT GAS, Inc.
Utility	22222328	Liberty Mutual Insurance Co.	Utility Bond for 0044 0055 0058 0075 0080 0105 0113 0184 0212 0239 0240 0326 0438 0464 0557 0565 0586 0588 0592 0730 0775 0823 1053 1082 1089 1147 1181 1265 1300 1357 1365 1398 1413 1423 1429 1438 1451 1480 1500 1503 1521 1550 1576 1594 1643 1691 6041 6042	2/1/2020	\$2,625.00	XU Energy Retail Company LLC

Case 20-30805-KRH Doc 17 Filed 02/17/20 Entered 02/17/20 16:27:55 Desc Page 47 of 49

Bond Type	Bond Number	Surety	Bond Description	Expiration Date	Premium	Obligee
Utility	22223439	Liberty Mutual Insurance Co.	Utility Bond for 0325 1378 0724 0021 1209 1104 1565 1309 0268 0693 1243	5/14/2020	\$1,131.00	APS (Arizona Public Service Company)
Utility	22223456	Liberty Mutual Insurance Co.	Utility Bond for 0190 0420 0436 0523 0598 0599 0822 1034 1163 1174 1202 1490 1558 1570	5/20/2020	\$1,650.00	SDG&E
Utility	22224459	Liberty Mutual Insurance Co.	Utility Bond for 1426 1411 0026 0612 0767 0834 1319 0346	7/2/2020	\$466.00	Dominion Energy South Carolina
Utility	22224502	Liberty Mutual Insurance Co.	Utility Bond for 0144 0400 0593 0611 0745 0854 0887 1068 1098 1148 1155 1526 1540 1608 1630 1631 1642 1649 1650 1660 1665 1685 1688	9/12/2020	\$828.00	CoEd
Utility	22224501	Liberty Mutual Insurance Co.	Utility Bond for 0034 0120 0162 0218 0290 0532 0596 1390 1391 6011 6012	9/12/2020	\$975.00	Constellation NewEnergy, Inc
Utility	22225780	Liberty Mutual Insurance Co.	Utility Bond for 1136 1332 1455 0246 0446 0680 0690 1567 1582 1596 1609 1614 1616 0279 0495	11/22/2020	\$300.00	Engie Resources LLC
Utility	22225793	Liberty Mutual Insurance Co.	Utility Bond for gas and electric for 0279 & 0495	2/1/2021	\$135.00	Engle & Rockland Utilities
APPX. TOTAL US\$ BONDS \$2,395,878.00					Total US\$ Premium	\$38,177.80
CANADIAN BONDS						
Utility	6184911 <i>replaced with bond LMTO-100149-013</i>	Guarantee Co. of N. America <i>new bond with Liberty Mutual Insurance Company</i>	C\$2,670 Utility Bond Store #1206	1/20/2020	\$250.00	power
Utility	LMTO-100071-013	Liberty Mutual Insurance Co.	C\$3,904.67 Utility Bond Store #827	6/2/2020	\$250.00	Hydro Ottawa
Utility	LMTO-100039-012	Liberty Mutual Insurance Co.	C\$4,000 Utility Bond #0630	4/16/2020	\$250.00	Newmarket Hydro

Case 20-90805-KRH
 Doc 17
 Filed 02/17/20
 Entered 02/17/20 16:27:55 Desc
 Page 48 of 49

Bond Type	Bond Number	Surety	Bond Description	Expiration Date	Premium	Obligee
Utility	LMTO-100058-012	Liberty Mutual Insurance Co.	C\$3,075 Utility Bond #1392	5/16/2020	\$250.00	Oshawa PUC Networks
TOTAL CANADIAN \$13,650.00			Total Canadian Premium		\$1,000.00	
NOTARY BONDS						
Notary	71623299N	Western Surety Compa\$10,000.00	Amy Burzlaff	1/24/2023	\$50.00	
Notary	71664549N	Western Surety Compa\$10,000.00	Higgins, Vickie	5/5/2023	\$71.00	Case 20-30805-KRH Doc 17 Filed 02/17/20 Entered 02/17/20 16:27:55 Desc N
Notary	72018097N	Western Surety Compa\$10,000.00	Chalupa, Debra	3/28/2022	\$71.00	
Notary	72239294N	Western Surety Compa\$10,000.00	Lee, Heather	2/15/2020	N/A	
Notary	71763334N	Western Surety Compa\$10,000.00	Moorman, Marilyn	4/1/2020	\$71.00	
Notary	71997065N	Western Surety Compa\$10,000.00	Neal, Deanna	5/23/2022	\$71.00	
Notary	71776164N	Western Surety Compa\$10,000.00	Holbrook, Janet	6/20/2020	\$71.00	
Notary	71828597N	Western Surety Compa\$10,000.00	Neighbors, Kimberly	9/13/2020	\$71.00	
TOTAL NOTARY \$80,000.00			Total Notary Premium		\$476.00	
TOTAL NUMBER OF BONDS: 105			Total Bond Premium		\$39,653.80	

Custom Bonds

Bond Type	Bond Number	Surety	Bond Description	Expiration Date	Premium	Obligee
CUSTOM BONDS						
Import Bond	19C001JXX	Roanoke Agency	N/A	12/13/2020	\$7,000	N/A
Duty Drawback	19C0010V5	Avalon Risk Management	N/A	08/24/2020	\$5,000	N/A

Case 20-30805-KRH Doc 17 Filed 02/17/20 Entered 02/17/20 16:27:55 Desc N