

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

In re: CROWN BOILER CO., LLC, Debtor.	Case No. 26-20515-JCM Chapter 11
CROWN BOILER CO., LLC, Movant, v. NO RESPONDENT.	Related to Docket No: 60 & 112

**FINAL ORDER AUTHORIZING EXPEDITED RETENTION AND APPOINTMENT OF
OMNI AGENT SOLUTIONS, INC. AS CLAIMS AND NOTICING AGENT UNDER 28
U.S.C. § 156(c), 11 U.S.C. § 105(a), AND W. PA. LBR 1002-8
AND GRANTING RELATED RELIEF**

Upon the expedited Bankruptcy Code Section 156(c) Application (the “Application”) of Crown Boiler Co., LLC, Debtor-in-Possession (the “Debtor”), for an order authorizing the retention and appointment of Omni Agent Solutions, Inc. as claims and noticing agent (“Omni”), under 28 U.S.C. §156(c), §105(a) of the Bankruptcy Code¹, and W. PA. LBR 1002-8 to, among other things, (i) distribute required notices to parties in interest, (ii) receive, maintain, docket and otherwise administer the proofs of claim filed in the Debtor’s Chapter 11 Case, and (iii) provide such other administrative services – as required by the Debtor – that would fall within the purview of services to be provided by the Clerk’s Office and upon the Deutch Declaration submitted in

¹ Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Application.

support of the Application; and the Debtor having estimated that there are in excess of one-thousand (1000) creditors in this Chapter 11 Case, many of which are expected to file proofs of claim, and it appearing that the receiving, docketing and maintaining of proofs of claim would be unduly time consuming and burdensome for the Clerk; and the Court being authorized under 28 U.S.C. §156(c) to utilize, at the Debtor's expense, outside agents and facilities to provide notices to parties in title 11 cases and to receive, docket, maintain, photocopy and transmit proofs of claim; and the Court being satisfied that Claims and Noticing Agent has the capability and experience to provide such services and that Claims and Noticing Agent does not hold an interest adverse to the Debtor or the estate respecting the matters upon which it is to be engaged; and good and sufficient notice of the Application having been given; and no other or further notice being required; and it appearing that the employment of Omni is in the best interests of the Debtor, the estate and creditors; and sufficient cause appearing therefore,

AND NOW this 13th day of May 2026, it is hereby **ORDERED**, **ADJUDGED**, and **DECREED** that:

(1) Notwithstanding the terms of the Engagement Letter as amended at ECF No. 112 “the Engagement Letter” and supplemented to the Application, the Application is approved, on a final basis, solely as set forth in this Order.

(2) The Debtor is authorized to retain Omni effective April 9, 2026, under the terms of the Engagement Agreement as modified herein, and Omni is authorized and directed to perform noticing services and to receive, maintain, record and otherwise administer the proofs of claim filed

in this Chapter 11 Case, and all related tasks, all as described in the Application (the “Claims and Noticing Services”). Notwithstanding the scope and terms in the Application or Engagement Agreement, Omni’s services shall be in accordance with 28 U.S.C. § 156.

(3) Omni shall serve as the custodian of court records and shall be designated as the authorized repository for all proofs of claim filed in this Chapter 11 Case and is authorized and directed to maintain an official Claims Register for the Debtor, to provide public access to every proof of claim unless otherwise ordered by the Court and to provide the Clerk with a certified duplicate thereof upon the request of the Clerk.

(4) Omni is authorized and directed to obtain a post office box or address for the receipt of proofs of claim.

(5) Omni is authorized to take such other action to comply with all duties set forth in the Application.

(6) The Debtor is authorized to compensate Omni in accordance with the terms of the Engagement Agreement upon the receipt of reasonably detailed invoices setting forth the services provided by Omni and the rates charged for each, and to reimburse Omni for all reasonable and necessary expenses it may incur, upon the presentation of appropriate documentation, without the need for Omni to file fee applications or otherwise seek Court approval for the compensation of its services and reimbursement of its expenses; provided, however, that any payment made by the Debtor pursuant to the authority granted in this Order must comply with, and is subject to: (a) any interim or final orders entered by the Court approving the Debtor’s entry into any post-petition debtor-in-possession financing and/or authorizing the use of cash collateral; (b) the documentation in respect of any such debtor-in-possession financing or use of cash collateral; and (c) any

applicable Court-approved budget(s) or cashflow forecast(s) in connection therewith, as such budget(s) may be amended or supplemented and approved by the Court from time to time.

(7) Omni shall maintain records of all services showing dates, categories of services, fees charged, and expenses incurred, and shall serve monthly Invoices on the Debtor, the office of the United States Trustee, counsel for the Debtor, counsel for any official committee, if any, monitoring the expenses of the Debtor and any party-in-interest who specifically requests service of the monthly invoices.

(8) The parties shall meet and confer in an attempt to resolve any dispute which may arise relating to the Engagement Agreement or monthly invoices, and that the parties may seek resolution of the matter from the Court if resolution is not achieved.

(9) Pursuant to section 503(b)(1)(A) of the Bankruptcy Code, Omni's fees and expenses under this Order shall be an administrative expense of the Debtor's estate.

(10) The Debtor shall indemnify Omni under the terms of the Engagement Agreement as modified by this Order. Omni shall not be entitled to indemnification, contribution, or reimbursement for services other than the services provided under the Engagement Agreement in accordance with 28 U.S.C. § 156.

(11) All requests by Omni for the payment of indemnification as set forth in the Application and/or Engagement Agreement shall be made by means of an application to the Court and shall be subject to review by the Court to ensure that payment of such indemnity conforms to the terms of the Application and/or Engagement Agreement and is reasonable under the circumstances of the litigation or settlement in respect of which indemnity is sought, provided however, that in no event shall Omni be indemnified in the case of its own bad-faith, self-dealing, gross negligence or willful misconduct, or for any claim or expense for a contractual dispute in

which the Debtor alleges the breach of Omni's contractual obligations if the Court determines that indemnification, contribution, or reimbursement would not be permissible pursuant to applicable law . All parties in interest retain the right to object to any demand by Omni for indemnification, contribution or reimbursement.

(12) In the event that seeks reimbursement from the Debtor for attorneys' fees and expenses in connection with the payment of an indemnity claim pursuant to the Application and/or Engagement Agreement, the invoices and supporting time records for the attorneys' fees and expenses shall be included in Omni's own applications, both interim and final, but determined by this Court after notice and a hearing.

(13) In the event Omni is unable to provide the services set out in this order, Omni will immediately notify the Clerk and Debtor's attorney and cause to have all original proofs of claim and computer information turned over to another claims and noticing agent with the advice and consent of the Clerk and Debtor's attorney.

(14) The Debtor may submit a separate retention application, pursuant to 11 U.S.C. § 327, W.P.A. LBR 1002-9, and/or any applicable law, for work that is to be performed by Omni but is not specifically authorized by this Order.

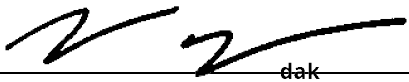
(15) The Debtor and Omni are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Application.

(16) Notwithstanding any term in the Engagement Agreement to the contrary, the Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order, and any arbitration provisions in the Engagement Agreement shall not apply.

(17) Omni shall not cease providing claims processing services during the Chapter 11 Case(s) for any reason, including nonpayment, without an order of the Court; provided, however,

that Omni may seek an order terminating its employment on an expedited basis. After entry of an order terminating Omni's services as the Claims and Noticing Agent, upon the closing of the chapter 11 case, or for any other reason, Omni shall be responsible for archiving all proofs of claim with the Federal Archives Record Administration, if applicable.

(18) In the event of any inconsistency between the Engagement Agreement, the Application and the Order, the Order shall govern.


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Honorable John C. Melaragno, Judge
United States Bankruptcy Court
SIGNED
5/13/26 2:18 pm
CLERK
U.S. BANKRUPTCY
COURT - WDPa