

So Ordered.

Dated: June 11th, 2026



Frederick P. Corbit

Frederick P. Corbit
Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF WASHINGTON

In re

BREWSTER HEIGHTS PACKING &
ORCHARDS, LP, *et al.*,¹

Debtors.

Chapter 11

Lead Case No. 26-01136

Joint Administration Requested

ORDER GRANTING DEBTORS'
APPLICATION TO EMPLOY AND
RETAIN STRETTO, INC. AS
NOTICING, CLAIMS,
SOLICITATION, AND
BALLOTING AGENT

This matter came before the Court upon the *Debtors' Application to Employ and Retain Stretto, Inc. as Noticing, Claims, Solicitation, and Balloting Agent* (the

¹ The debtors are Brewster Heights Packing & Orchards, LP (Case No. 26-01136); Gebbers Farms Inc. (Case No. 26-01140); Gebbers Orchards, Inc. (Case No. 26-01141); C&M II, LLC (Case No. 26-01137); D&E Storage, LLC (Case No. 26-01138); Eastco, LLC (Case No. 26-01139); GF SA, LLC (Case No. 26-01142); Northco, LLC (Case No. 26-01143); P&G Orchards, LLC (Case No. 26-01144); REPO, LLC (Case No. 26-01145); TJF Properties, LLC (Case No. 26-01146); Westco Orchards, LLC (Case No. 26-01147); and Westco Sales, Inc. (Case No. 26-01148) (collectively, the "Chapter 11 Cases").

ORDER GRANTING DEBTORS' APPLICATION
TO EMPLOY STRETTO, INC. – Page 1

BUSH KORNFIELD LLP
LAW OFFICES
601 Union St., Suite 4630
Seattle, Washington 98101-2373
Telephone (206) 292-2110
Facsimile (206) 292-2104

1 “Application”),² filed by Brewster Heights Packing & Orchards, LP and its affiliated
2 debtors and debtors-in-possession (collectively, the “Debtors”) in the above-captioned
3 chapter 11 cases (the “Chapter 11 Cases”) pursuant to section 156(c) of Title 28 of the
4 United States Code, sections 105 and 327(a) of Title 11 of the United States Code (the
5 “Bankruptcy Code”), Federal Rule of Bankruptcy Procedure 2002 (the “Bankruptcy
6 Rules”), and Local Rule of Bankruptcy Procedure 2014(a) (the “Local Rules”), seeking
7 entry of an order authorizing the Debtors to employ Stretto, Inc. (“Stretto”) as noticing,
8 claims, solicitation, and balloting agent (the “Claims Agent”) for the United States
9 Bankruptcy Court for the Eastern District of Washington (the “Court”) in these
10 Chapter 11 Cases, effective as of the Petition Date. The Court has considered the
11 Application and the concurrently filed supporting *Declaration of Sheryl Betance in*
12 *Support of Debtors’ Application to Employ and Retain Stretto, Inc. as Noticing, Claims,*
13 *Solicitation, and Balloting Agent*. It appears the Court has jurisdiction over this matter;
14 that the relief requested in the Application is in the best interests of the Debtors, their
15 creditors, and other parties in interest; and that good cause exists to grant the relief
16 requested by the Debtors. Therefore, it is hereby

17 **ORDERED as follows:**

- 18 1. The Application [ECF No. 19] is approved on a final basis as set forth
19 herein.
- 20 2. The Debtors are authorized to retain and appoint Stretto as Claims Agent
21 as set forth in this Order, and Stretto is authorized and directed to perform noticing and
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23 ² Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Application.

1 balloting services and to receive, maintain, record, and otherwise administer the proofs
2 of claim filed in these Chapter 11 Cases, and other related tasks as described in the
3 Application and this Order. The Clerk shall provide Stretto with ECF credentials that
4 allow Stretto to receive ECF notifications and file certificates of service.

5 3. Stretto shall serve as the custodian of court records and shall be designated
6 as the authorized repository for all proofs of claim filed in these Chapter 11 Cases and
7 is authorized and directed to maintain official claims registers for each of the Debtors
8 and to provide the Clerk with a certified duplicate thereof upon the request of the Clerk.

9 4. Stretto is authorized and directed to provide an electronic interface for
10 filing of proofs of claim and to obtain a post office box or address for the receipt of
11 proofs of claim. Stretto shall provide public access to the claims register, including
12 complete proofs of claim with attachments, if any, without charge.

13 5. Stretto is authorized to take such other action to comply with all duties and
14 Services set forth in the Application.

15 6. Notwithstanding Bankruptcy Code §§ 330 and 331 and Bankruptcy Rule
16 2016, the Debtors are authorized to compensate Stretto in accordance with the terms of
17 the Services Agreement upon the receipt of reasonably detailed invoices setting forth
18 the services provided by Stretto and the rates charged for each, and to reimburse Stretto
19 for all reasonable and necessary expenses it may incur, upon the presentation of
20 appropriate documentation, without the need for Stretto to file fee applications or
21 otherwise seek Court approval for the compensation of its services and reimbursement
22 of its expenses.
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1 7. Stretto shall maintain records of all services showing dates, categories of
2 services, fees charged and expenses incurred, and shall serve monthly invoices on the
3 Debtors, the Office of the United States Trustee, counsel for the Debtors, counsel for
4 any official committee of unsecured creditors monitoring the expenses of the Debtors,
5 and any party in interest who specifically requests service of the monthly invoices.

6 8. The parties shall meet and confer in an attempt to resolve any dispute that
7 may arise relating to the Services Agreement or monthly invoices; provided that the
8 parties may seek resolution of the matter from the Court if resolution is not achieved.

9 9. Without further order of the Court, pursuant to Bankruptcy Code
10 § 503(b)(1)(A), the fees and expenses of Stretto under this Order shall be an
11 administrative expense of the Debtors' estates.

12 10. The Debtors are authorized to provide Stretto with an advance in the
13 amount of \$20,000.00 as security for the payment of fees and expenses incurred during
14 these Chapter 11 Cases. The advance shall be replenished to the original advance
15 amount, and, thereafter, Stretto may hold its advance under the Services Agreement
16 during the Chapter 11 Cases as security for the payment of fees and expenses incurred
17 under the Services Agreement.

18 11. The Debtors shall indemnify the Indemnified Parties (as defined in the
19 Services Agreement) under the terms of the Services Agreement, as modified pursuant
20 to this Order.

21 12. The Indemnified Parties shall not be entitled to indemnification,
22 contribution, or reimbursement pursuant to the Services Agreement for services other
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1 than the services provided under the Services Agreement, unless such services and the
2 indemnification, contribution, or reimbursement therefor are approved by this Court.

3 13. Notwithstanding anything to the contrary in the Services Agreement, the
4 Debtors shall have no obligation to indemnify the Indemnified Parties, or provide
5 contribution or reimbursement to the Indemnified Parties, for any claim or expense that
6 is either: (i) judicially determined (the determination having become final) to have
7 arisen solely from the Indemnified Parties' gross negligence, willful misconduct, fraud,
8 bad faith, self-dealing, or breach of fiduciary duty (if any) as provided in this Order; (ii)
9 for a contractual dispute in which the Debtors allege the breach of the Indemnified
10 Parties' contractual obligations if this Court determines that indemnification,
11 contribution, or reimbursement would not be permissible under applicable law; or (iii)
12 of any type for which the Court determines that indemnification, contribution, or
13 reimbursement would not be permissible pursuant to *In re Thermadyne Holdings Corp.*,
14 283 B.R. 749, 756 (B.A.P. 8th Cir. 2002); or (iv) settled prior to a judicial
15 determination under (i) or (ii), but determined by this Court, after notice and a hearing,
16 to be a claim or expense for which the Indemnified Parties should not receive
17 indemnity, contribution, or reimbursement under the terms of the Services Agreement,
18 as modified by this Order.

19 14. If, before the earlier of (i) the entry of an order confirming a chapter 11
20 plan in these Chapter 11 Cases (that order having become a final order no longer
21 subject to appeal), or (ii) the entry of an order closing these Chapter 11 Cases, the
22 Indemnified Parties believe that they are entitled to the payment of any amounts by the
23 Debtors on account of the Debtors' indemnification, contribution, and/or

1 reimbursement obligations under the Services Agreement (as modified by this Order),
2 including the advancement of defense costs, the Indemnified Parties must file an
3 application therefor in this Court, and the Debtors may not pay any such amounts to the
4 Indemnified Parties before the entry of an order by this Court approving the payment.
5 If the Indemnified Parties seek reimbursement from the Debtors for attorneys' fees and
6 expenses in connection with the payment of an indemnity claim pursuant to the
7 Services Agreement, the invoices and supporting time records for the attorneys' fees
8 and expenses shall be included in the Indemnified Parties' own applications, both
9 interim and final, but determined by this Court after notice and a hearing. This
10 paragraph is intended only to specify the period of time under which the Court shall
11 have jurisdiction over any request for fees and expenses by the Indemnified Parties for
12 indemnification, contribution, or reimbursement, and not a provision limiting the
13 duration of the Debtors' obligation to indemnify the Indemnified Parties. All parties in
14 interest shall retain the right to object to any demand by the Indemnified Parties for
15 indemnification, contribution, or reimbursement.

16 15. In the event Stretto is unable to provide the Services set out in this Order,
17 Stretto will immediately notify the Clerk and the Debtors' counsel and, upon approval
18 of this Court, cause to have all original proofs of claim and computer information
19 turned over to another claims and noticing agent with the advice and consent of the
20 Clerk and counsel for the Debtors.

21 16. After entry of an order terminating Stretto's services, upon the closing of
22 these Chapter 11 Cases, or for any other reason, Stretto shall be responsible for
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1 archiving all proofs of claim with the Federal Archives Record Administration, if
2 applicable, and shall be compensated by the Debtors in connection therewith.

3 17. Stretto shall not cease providing claims processing services during the
4 Chapter 11 Cases for any reason, including nonpayment, without an order of the Court.

5 18. Notwithstanding anything to the contrary in the Application or the
6 Services Agreement, the Services Agreement will not be binding on a chapter 7 trustee
7 unless the trustee affirmatively elects to continue to receive Stretto's services.

8 19. In the event of any inconsistency between the Services Agreement, the
9 Application, and this Order, this Order shall govern.

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

12 21. The Debtors and Stretto are authorized to take all actions necessary to
13 effectuate the relief granted in this Order in accordance with the Application.

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

16 ///End of Order///

17 Presented by:

18 BUSH KORNFIELD LLP

19
20 By /s/ Jason Wax

21 Christine M. Tobin-Presser, WSBA #27628

22 Thomas A. Buford, WSBA # 52969

23 Jason Wax, WSBA #41944

and Shane E. Creason, WSBA #63865

1 John E. Mitchell (*Pro Hac Vice* Pending)
2 Yelena E. Archiyan (*Pro Hac Vice* Pending)
3 Katten Muchin Rosenman LLP
4 2121 N. Pearl Street, Suite 1100
5 Dallas, TX 75201
6 Telephone: (214) 765-3600
7 Emails: john.mitchell@katten.com
8 and yelena.archiyan@katten.com

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Proposed Attorneys for the Debtors

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