Docket #0288 Date Filed: 06/15/2026

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

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

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

If you object to the relief requested, you must respond in writing. Unless otherwise directed by the Court, you must file your response electronically at https://ecf.txsb.uscourts.gov/ within twenty-one days from the date this motion was filed. If you do not have electronic filing privileges, you must file a written objection that is actually received by the clerk within twenty-one days from the date this motion was filed. Otherwise, the Court may treat the pleading as unopposed and grant the relief requested.

The above-captioned debtors and debtors-in-possession (the "Debtors") submit this application (this "Application") to (i) retain and employ CITTA Brokerage Company ("CITTA") under 11 U.S.C. §§ 327(a) and 1107(a), and (ii) approve the terms and conditions of the Service Agreement (as defined below) and CITTA's compensation under 11 U.S.C. § 328(a). A proposed form of order granting the Application is attached as **Exhibit A**. In support of the Application, the Debtors incorporate by reference the *Declaration of Sydnee Morfin-Goodell* (the "Morfin-Goodell Declaration"), attached as **Exhibit B**, and respectfully state as follows:

[1] The Debtors in these chapter 11 cases (the "Chapter 11 Cases") and the last four digits of each Debtor's taxpayer identification number are: Ample, Inc. (4015) and Ample Texas EV, LLC (6832). A copy of this Application is available on (a) the Court's website, at www.txs.uscourts.gov and (b) the website maintained by the Debtors' claims and noticing agent, Verita Global at https://veritaglobal.net/ample.

Jurisdiction

1. This Court has jurisdiction over this matter under 28 U.S.C. §§ 157 and 1334 and the standing order of reference. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b) because it arises in a case under title 11. Venue is proper before this Court under 28 U.S.C. §§ 1408 and 1409. The relief is sought under 11 U.S.C. §§ 327(a), 328(a), and 1107(a) and the applicable portions of FED. R. BANKR. P. 2014 and Local Rule 2014-1.

2. The Debtors consent to entry of a final order by the Court on this Application.

Background

General Background

3. On December 16, 2025 (the "Petition Date"), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in this Court. The Debtors continue to operate their businesses and manage their properties as debtors in possession under 11 U.S.C. §§ 1107(a) and 1108. No trustee or examiner has been appointed in these Chapter 11 Cases. The Official Committee of Unsecured Creditors was appointed on December 30, 2025 [ECF No. 53].

4. This Application incorporates by reference the facts set forth in the First Day Declaration [ECF No. 3] as if fully set forth herein. Additional facts specific to this Application are set forth below.

Specific Background

5. Debtor Ample, Inc. imported certain components, including battery cells, from foreign manufacturers that it used in its electric vehicle battery-swapping business. The Debtors have determined that significant customs duties paid on imported goods may be recoverable through the federal duty drawback program administered by U.S. Customs and Border Protection (the "CBP"). A "duty drawback" is a refund of customs duties, taxes, and fees paid on imported merchandise that is subsequently exported or destroyed. To maximize the value of the Debtors'

estates, the Debtors seek to retain CITTA, a specialized duty drawback broker, to assess, prepare, and file duty drawback claims on behalf of the Debtors.

Relief Requested

6. The Debtors seek entry of an order, substantially in the form attached as **Exhibit A**, authorizing the Debtors to retain and employ CITTA under sections 327(a), 328 and 1107(a) of the Bankruptcy Code, and approving the terms and conditions of CITTA's compensation and the Service Agreement under section 328(a) of the Bankruptcy Code. The Debtors have negotiated with CITTA (i) the proposed Service Agreement, substantially in the form attached as **Exhibit 1** to the Morfin-Goodell Declaration (the "Service Agreement"), and (ii) the limited customs power of attorney required for CITTA to transact customs business on behalf of the Debtors, substantially in the form attached as **Exhibit 2** to the Morfin-Goodell Declaration (the "Power of Attorney"). The Debtors seek authority to execute the Service Agreement and the Power of Attorney following entry of the retention order. The Service Agreement shall be effective upon approval of the Application and execution of the Service Agreement.

CITTA's Qualifications

7. The Debtors seek to retain CITTA because of its specialized knowledge and expertise in customs duty drawback recovery. CITTA Brokerage Company is a licensed customs broker specializing in duty drawback services. CITTA's principal office is located at 2225 Washington Blvd, Suite 375, Ogden, UT 84401. CITTA has extensive experience in analyzing import and export data, identifying drawback opportunities, preparing and filing drawback claims with CBP, and managing the drawback recovery process. Accordingly, the Debtors believe CITTA is well-qualified to assist the Debtors in recovering duty drawback refunds in a cost-effective, efficient, and timely manner. The Debtors are aware of alternative duty drawback brokers and have selected CITTA.

8. Further, CITTA understands the Debtors' duty drawback claims. Prior to seeking approval of CITTA's retention, under a non-disclosure agreement, the Debtors provided CITTA with their ACE (Automated Commercial Environment) portal credentials and import information. Access was provided so that CITTA can assess the complexity of the Debtors' potential duty drawback claims and provide a quote for its services. This pre-approval review was limited, non-compensable diligence undertaken by CITTA to prepare the quote and analysis. CITTA has not filed any drawback claims, transacted customs business on behalf of the Debtors, or commenced any compensable services. CITTA's preliminary review indicates that the Debtors may be entitled to millions of dollars in duty drawback refunds. For these and other reasons, the Debtors believe that CITTA is well-qualified to assist the Debtors in recovering these amounts for the benefit of the estates.

Services to Be Provided

9. Subject to the Court's approval, the Debtors have requested that CITTA provide the following services to the Debtors in connection with their duty drawback recovery efforts:

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

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

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

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

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

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

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

10. CITTA's work is not duplicative of the work of the Debtors' other professionals, such as Pillsbury Winthrop Shaw Pittman LLP, Getzler Henrich & Associates LLC, and Gordian Group, LLC. CITTA will perform only those functions necessary for duty drawback recovery during the Debtors' Chapter 11 Cases.

Compensation

11. Subject to court approval in accordance with Bankruptcy Code section 328(a), CITTA will be compensated on a contingency basis equal to eighteen percent (18%) of all gross savings and/or refunds realized as a result of CITTA's work, plus reimbursement of actual, necessary out-of-pocket expenses approved by the Debtors and incurred in connection with its services. CITTA will collect payment(s) on behalf of the Debtors from CBP and remit those payments to the Debtors, net of CITTA's fees, by the second month following receipt of funds. These are CITTA's regular terms of engagement as set forth in the Service Agreement.

12. The professionals presently designated to have primary responsibility in providing services to the Debtors are:

Name	Title	Hourly Rate
Sydnee Morfin-Goodell	Senior Drawback Executive	N/A
Madison Markel	Senior Onboarding Manager	N/A

Name	Title	Hourly Rate
Jessie Hensley	Onboarding Specialist	N/A
Simran Dalvi	Legal & Compliance Consultant	N/A

Other CITTA professionals may be consulted and may provide services to the Debtors as necessary.

13. In addition to any fees described above, CITTA's policy is to charge clients for out-of-pocket expenses that are incurred in connection with the client's matter, subject to the Debtors' prior approval. Expenses charged to clients include, among other things, CBP filing fees, document retrieval costs, travel expenses, and similar out-of-pocket expenses. CITTA will charge the Debtors for expenses in a manner and at rates consistent with charges made generally to its other clients. CITTA's charges are set forth in detail in the Service Agreement and its attachments.

14. CITTA has neither shared nor agreed to share: (a) any compensation it has received or may receive with another party or person, other than with the principals, employees, and agents associated with CITTA, or (b) any compensation another person or party has received or may receive.

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

16. CITTA has not received any payments from the Debtors prior to the filing of this Application. CITTA will not hold a retainer.

Disinterestedness

17. To the best of the Debtors' knowledge, neither CITTA nor any of its principals or employees: (i) is a creditor or an insider of the Debtors; (ii) is or was, within two years before the Petition Date, a director, officer, or employee of the Debtors; or (iii) has an interest materially adverse to the interest of the Debtors' estate or of any class of creditors, by reason of any direct or indirect relationship in connection with, or interest in, the Debtors, or for any other reason.

18. CITTA has advised the Debtors that it has performed a conflicts check and has confirmed that it does not have any relationship with the Debtors, their creditors, or other parties in interest that would prevent it from providing services to the Debtors in these Chapter 11 Cases. In the unlikely event that CITTA's conflicts checks produce any results that are at odds with the foregoing, the Debtors and CITTA will promptly advise the Court and United States Trustee.

19. Additionally, CITTA may provide, or may have previously provided, or in the future may provide, duty drawback services to other clients in matters wholly unrelated to the Debtors and these Chapter 11 Cases.

20. CITTA has also confirmed to the Debtors that it has no connection with the U.S. Trustee or any person employed in the office of the same, or any judge in the United States Bankruptcy Court for the Southern District of Texas or any person employed in the offices of the same. Additionally, the U.S. Trustee has not made CITTA aware of any connections.

21. If any new relevant facts or relationships are discovered, CITTA will use reasonable efforts to promptly provide notice as required by the Bankruptcy Rules.

22. Based on the foregoing and the Morfin-Goodell Declaration, the Debtors submit that CITTA is a "disinterested person" within the meaning of Bankruptcy Code sections 101(14) and 327.

Basis For Relief

23. Under Bankruptcy Code section 327(a), a debtor is authorized to employ professional persons "that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the Debtor in carrying out the Debtor's duties under this title." 11 U.S.C. § 327(a). Section 1107(b) of the Bankruptcy Code provides that "a person is not disqualified for employment under section 327 or 328 of the Bankruptcy Code by a debtor in possession solely because of such person's employment by or representation of the debtor before the commencement of the case." As set forth in the Morfin-Goodell Declaration, CITTA is a "disinterested person" within the meaning of sections 101(14) and 327(a) of the Bankruptcy Code and does not hold or represent an interest adverse to the Debtors' estates.

24. The Debtors specifically seek approval of the Service Agreement, including CITTA's contingency fee compensation, pursuant to section 328(a) of the Bankruptcy Code. Section 328(a) of the Bankruptcy Code provides, in relevant part, that the Debtors, "with the court's approval, may employ or authorize the employment of a professional person under section 327 . . . on any reasonable terms and conditions of employment, including on a retainer, on an hourly basis, on a fixed or percentage fee basis, or on a contingent fee basis." 11 U.S.C. § 328(a). Section 328 of the Bankruptcy Code permits the compensation of professionals on flexible terms that reflect the nature of their services and market conditions and allows the court to approve compensation terms at the time of retention. As the United States Court of Appeals for the Fifth Circuit recognized in *In re Nat'l Gypsum Co*., 123 F.3d 861, 862 (5th Cir. 1997):

> Prior to 1978 the most able professionals were often unwilling to work for bankruptcy estates where their compensation would be subject to the uncertainties of what a judge thought the work was worth after it had been done. That uncertainty continues under the present § 330 of the Bankruptcy Code, which provides that the court award to professional consultants "reasonable compensation" based on relevant factors of time and comparable costs, etc. Under present § 328 the professional may avoid that uncertainty by obtaining court approval of compensation agreed to with the trustee (or debtor or committee).

123 F.3d at 862 (footnote omitted).

25. Bankruptcy Rule 2014 requires that an application for retention state specific facts showing the necessity for the employment, the name of the firm to be employed, the reasons for the selection, the professional services to be rendered, any proposed arrangement for compensation, and, to the best of the applicant's knowledge, all of the firm's connections with the debtor, creditors, any other party in interest, their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States trustee. FED. R. BANKR. P. 2014(a)(2).

26. The Debtors submit that the terms and conditions of CITTA's compensation set forth in the Service Agreement, including the eighteen percent (18%) contingency fee, are reasonable and should be approved under section 328(a) of the Bankruptcy Code at the time of retention. The contingency fee structure (a) aligns CITTA's compensation with the actual recovery achieved for the estates, (b) reflects the nature of duty drawback recovery services and market conditions, and (c) is consistent with fee structures typically used by CITTA and other leading duty drawback broker firms. Approval of the contingency fee under section 328(a) provides certainty to both the Debtors and CITTA regarding the compensation structure. In addition, CITTA's fees and expenses remain subject to court approval in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and further orders of the Court.

27. The Debtors have negotiated the Service Agreement and the Power of Attorney with CITTA and seek authority to execute both documents following entry of the retention order.

The Service Agreement shall be effective upon approval of the Application and execution of the Service Agreement.

28. The Debtors submit that for all the reasons stated above and in the Morfin-Goodell Declaration, the retention and employment of CITTA, and approval of the terms and conditions of CITTA's compensation under section 328 and the Service Agreement, are necessary and in the best interest of the Debtors, their estates, and their creditors and should be approved.

Notice

29. Notice of this Application will be served on the master service list and any party entitled to notice under Bankruptcy Rule 2002 and Local Rule 9013-1(d). Given the nature of the relief requested, no other or further notice need be given.

WHEREFORE, the Debtors respectfully request that the Court enter an order, substantially in the form attached as **Exhibit A**, authorizing the Debtors to employ and retain CITTA to be paid under 11 U.S.C. §328 and grant such other relief as the Court deems appropriate.

Date: June 15, 2026

PILLSBURY WINTHROP SHAW PITTMAN LLP

By: */s/ Hugh M. Ray, III*

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Counsel for Debtors, Ample, Inc. and Ample Texas EV, LLC

Certificate of Service

I certify that on June 15, 2026, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas. Additionally, the foregoing document will be served as set forth in a forthcoming affidavit filed by the Debtors' proposed claims agent.

/s/ Hugh M. Ray, III
Hugh M. Ray, III

Exhibit A

Proposed Order

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

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

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

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

[1] The Debtors in these chapter 11 cases (the "Chapter 11 Cases") and the last four digits of each Debtor's taxpayer identification number are: Ample, Inc. (4015) and Ample Texas EV, LLC (6832). A copy of this Order is available on (a) the Court's website, at www.txs.uscourts.gov and (b) the website maintained by the Debtors' claims and noticing agent, Verita Global at https://veritaglobal.net/ample.

[2] Capitalized terms used but not defined in this Order have the meaning given such terms in the Application.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SIGNED: _____, 2026

_____
CHRISTOPHER M. LOPEZ
UNITED STATES BANKRUPTCY JUDGE

Exhibit B

Morfin-Goodell Declaration

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

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

DECLARATION OF SYDNEE MORFIN-GOODELL IN SUPPORT OF DEBTORS' APPLICATION FOR AN ORDER (I) AUTHORIZING THE RETENTION AND EMPLOYMENT OF CITTA BROKERAGE COMPANY AS DUTY DRAWBACK BROKER UNDER § 327 AND § 1107, AND (II) APPROVING THE TERMS AND CONDITIONS OF CITTA'S COMPENSATION UNDER § 328

I, Sydnee Morfin-Goodell, make this declaration (this "Declaration") pursuant to 28 U.S.C. § 1746, and state:

1. I submit this Declaration on behalf of CITTA Brokerage Company ("CITTA") in support of the *Debtors' Application for an Order (I) Authorizing the Retention and Employment of CITTA Brokerage Company as Duty Drawback Broker Under §§ 327 and 1107, and (II) Approving the Terms and Conditions of CITTA's Compensation Under § 328* (the "Application").[2]

2. I am Senior Drawback Executive of CITTA Brokerage Company ("CITTA"), which has its principal office located at 2225 Washington Blvd, Suite 375, Ogden, UT 84401. This Declaration is being submitted in connection with the Application. Unless otherwise stated, I have personal knowledge of the facts set forth herein and, if called as a witness, I could and would testify competently thereto.

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[1] The Debtors in these chapter 11 cases (the "Chapter 11 Cases") and the last four digits of each Debtor's taxpayer identification number are: Ample, Inc. (4015) and Ample Texas EV, LLC (6832). A copy of this Declaration is available on (a) the Court's website, at www.txs.uscourts.gov and (b) the website maintained by the Debtors' claims and noticing agent, Verita Global at https://veritaglobal.net/ample.

[2] Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Application.

3. If any information disclosed herein requires amendment or modification upon further review or as additional party in interest information becomes available to it, a supplemental declaration will be submitted to the Court reflecting such amended or modified information.

CITTA's Qualifications

4. CITTA is well qualified to serve as the Debtors' duty drawback broker in these chapter 11 cases. CITTA Brokerage Company is a licensed customs broker specializing in duty drawback recovery services. CITTA has substantial experience in analyzing import and export data, identifying drawback opportunities, preparing and filing drawback claims with CBP, and managing the drawback recovery process for clients across various industries.

5. CITTA has agreed to act as the Debtors' duty drawback broker, pursuant to the proposed service agreement negotiated between CITTA and the Debtors (the "Service Agreement"), substantially in the form attached as **Exhibit 1** to this Declaration and incorporated herein by this reference. CITTA will also require the Debtors to execute a limited customs power of attorney (the "Power of Attorney"), substantially in the form attached as **Exhibit 2** to this Declaration, to authorize CITTA to transact customs business on behalf of the Debtors. The Service Agreement will become effective upon approval of this Application and execution of the Service Agreement.

6. Prior to the filing of this Application, CITTA's activities on behalf of the Debtors have been limited to non-compensable preliminary diligence, including the preparation of a quote and analysis of potential duty drawback recovery opportunities. CITTA has not filed any drawback claims, transacted customs business on behalf of the Debtors, or commenced any compensable services.

Services to Be Provided

7. The Debtors have requested that CITTA render, as necessary or appropriate, the following services in connection with duty drawback recovery:

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

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

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

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

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

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

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

8. The functions to be performed by CITTA will not be duplicative of those performed by the Debtors' other professionals, including Pillsbury Winthrop Shaw Pittman LLP, Getzler Henrich & Associates LLC, and Gordian Group, LLC. CITTA will only perform those functions necessary for duty drawback recovery during the Debtors' Chapter 11 Cases.

Compensation

9. Subject to court approval in accordance with 11 U.S.C. § 328(a), CITTA will be compensated on a contingency basis equal to eighteen percent (18%) of all gross savings and/or refunds realized for the Debtors by CITTA as a result of CITTA's efforts during the term of this engagement, plus reimbursement of actual, necessary out-of-pocket expenses approved by the Debtors and incurred in connection with its services. CITTA will collect payment on behalf of the Debtors from Customs and Border Protection, and payments received from CBP will be remitted to the Debtors, net of CITTA's fees, by the second month following receipt of funds.

10. The professionals presently designated to have primary responsibility in providing services to the Debtors are:

Name	Title	Hourly Rate
Sydnee Morfin-Goodell	Senior Drawback Executive	N/A
Madison Markel	Senior Onboarding Manager	N/A
Jessie Hensley	Onboarding Specialist	N/A
Simran Dalvi	Legal & Compliance Consultant	N/A

11. Other CITTA professionals may be consulted and may provide services to the Debtors as necessary.

12. In addition to any fees described above, it is CITTA's policy to charge its clients for out-of-pocket expenses incurred in connection with a client's matter, subject to the Debtors' prior approval. Expenses charged to clients include, among other things, CBP filing fees, document retrieval costs, travel expenses, and similar out-of-pocket expenses. CITTA will charge the Debtors for expenses in a manner and at rates consistent with charges made generally to its other clients according to the Service Agreement.

13. CITTA has neither shared nor agreed to share: (a) any compensation it has received or may receive with another party or person, other than with the principals, employees, and agents associated with CITTA, or (b) any compensation another person or party has received or may receive.

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

15. CITTA has not received any payments from the Debtors prior to the filing of this Application. CITTA holds no retainer.

Disinterestedness

16. CITTA conducted a conflicts check against the parties in interest included on **Exhibit 3** to this Declaration.

17. To the best of my knowledge, neither CITTA nor any of its principals or employees: (i) is a creditor or an insider of the Debtors; (ii) is or was, within two years before the Petition Date, a director, officer, or employee of the Debtors; or (iii) has an interest materially adverse to the interest of the Debtors' estate or of any class of creditors, by reason of any direct or indirect relationship in connection with, or interest in, the Debtors, or for any other reason.

18. CITTA will continue to check for connections with parties in interest. In the unlikely event that CITTA's conflicts checks produce any results that are at odds with the foregoing, the Debtors and CITTA will promptly advise the Court and United States Trustee.

19. Additionally, CITTA may provide, or may have previously provided, or in the future may provide, duty drawback services to other clients in matters wholly unrelated to these Chapter 11 Cases. No such circumstances that would create a conflict have been identified, but if they are, CITTA will make an appropriate supplemental filing with the Court.

20. If any new relevant facts or relationships are discovered, CITTA will use reasonable efforts to promptly file a supplemental declaration, as required by Bankruptcy Rule 2014(a).

21. Based on the foregoing, I believe CITTA is a "disinterested person" within the meaning of Bankruptcy Code sections 101(14) and 327.

Eligibility

22. For the reasons set forth above, I believe CITTA is eligible to be retained and employed by the Debtors as their duty drawback broker pursuant to sections 327(a) and 1107(a) of the Bankruptcy Code, and that the terms and conditions of CITTA's compensation and the Service Agreement should be approved under section 328(a) of the Bankruptcy Code.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Dated: June 15, 2026

/s/ Sydnee Morfin-Goodell
Name: Sydnee Morfin-Goodell
Title: Senior Drawback Executive

Exhibit 1

Service Agreement

CITTA Brokerage
DRAWBACK EXPERTS

AGREEMENT FOR PROFESSIONAL SERVICES

This Service Contract, hereinafter referred to as Contract, is made by and between [REPLACE WITH FULL CLIENT NAME] hereinafter referred to as Client, and CITTA Brokerage Company (CBC).

SCOPE OF SERVICES: CBC shall provide duty drawback consultation, documentation and filing services required for duty drawback claims, including drawback entry preparation, filing, and related communication with relevant authorities. CBC shall monitor the status of duty drawback claims submitted on behalf of the Client, track the progress of claim processing, and promptly communicate any updates or requirements to the Client. CBC may provide additional advisory services related to duty drawback, including but not limited to tariff classification, valuation, and customs compliance, upon request by the Client. CBC also agrees to provide tax-consulting services of identifying and managing opportunities wherein tax savings can be realized. These services include but are not restricted to the following: appraising property; securing certified documentation and applicable interpretations of tax codes from the United States Customs Service; representing Client in the capacity of a customhouse broker before the United States Customs Service; researching and preparing comparative analyses; and pursuing and applying rulings of precedence and changes in federal import-export tax laws. The services of CBC include analysis and implementation of reduction, elimination, or refund of duties and Internal Revenue Service taxes paid through the federal customs system. The Client acknowledges that the scope of services provided by CBC is limited to the activities outlined above and does not extend to other unrelated services unless expressly agreed upon in writing by both parties. The parties shall work collaboratively and in good faith to ensure the timely and effective provision of services in accordance with this agreement.

CHARGE: The fee charged by CBC shall be 18 percent of all gross savings and/or refunds realized for Client by CBC as a result of the efforts of CBC during the term of this Contract. The basis for determining tax savings shall be according to current or past assessments and Client's established operational and accounting procedures. Savings or refunds realized by Client, completely independent of the efforts or influence of CBC or completely independent of information provided by CBC or completely independent of questions or incidents arising from the involvement of Client with CBC, shall be exempted from the compensatory participation of CBC. Savings realized as a result of a change in federal tax laws or regulations shall not be exempted unless the application of such change is accomplished completely independent of the involvement of CBC as defined above. Subject to approval by Client, Client agrees to reimburse CBC for out-of-pocket expenses that are incurred by CBC in the execution of this Contract.

PAYMENT: CBC and Client agree that CBC will collect payment on behalf of the Client from Customs and Border Protection (hereinafter referred to as CBP). Payments received by Customs will be remitted to Client, net of CBC's fees, by the second month following receipt of funds. CBC agrees to pay 1.00 percent per month or 12 percent annually on any unpaid balance.

TERM: This Contract shall be effective on the date this Contract is signed by Client and continue for three years from the effective date of the Contract. In the event any portion of the service provided under Contract is pending the outcome of an appeal, that part of the Contract shall remain in effect until final decision on appeal.

TERMINATION: In the event that either party wishes to terminate the agreement, a written explanation detailing the reasons will be required. Subsequently, both parties shall collaborate to formulate a mutual action plan aimed at addressing the reasons. Should there be failure in adhering to the terms outlined in the mutual action plan within sixty (60) days, the agreement can be terminated. Upon termination, any outstanding payments owed to either party up to the termination date shall be paid within thirty (30) days of termination.

DISCLOSURE: CBC agrees to provide a statement of explanation for all refunds and savings realized by CBC on behalf of Client. However, CBC reserves the right to withhold these statements or portions thereof, contingent upon effectuating additional contracts when Client has responsibility for, influence over, or ownership participation in any other branch operations, divisions, affiliate companies, or joint ventures with other companies if there is a reason to believe that other parties could benefit without the compensatory participation of CBC.

MARKETING PARTICIPATION: Client agrees to support CBC's marketing efforts through a joint press release and/or participate in a written case study, which may be published on CBC's website or other marketing channels. The case study may identify Client and Client representatives by name, include Client's logo, and may include quotes and business results (e.g., dollar figure of duties recovered), subject to Client's prior written approval of the content before publication. CBC retains final editorial rights and may make reasonable revisions based on Client's feedback in good faith.

CONFIDENTIALITY: All information provided by Client to CBC and by CBC to Client is confidential and shall not be disclosed to any other individual, division, affiliate company, or governmental agency without the prior consent of the other party, which consent shall not be unreasonably withheld. The obligations of confidentiality set forth in this clause shall not apply to any information that: (a) was already known to the Receiving Party at the time of disclosure by the Disclosing Party, (b) is or becomes publicly available through no fault of the Receiving Party, (c) is rightfully received by the Receiving Party from a third party without breach of any confidentiality obligation, or (d) is

independently developed by the Receiving Party without reference to the Confidential Information of the Disclosing Party, (e) must be disclosed pursuant to a valid order issued by a court or government agency having jurisdiction. In the event of any actual or threatened breach of this confidentiality clause, the non-breaching party shall be entitled to seek injunctive or other equitable relief to enforce the provisions of this clause, without prejudice to any other rights or remedies available at law or in equity. In addition to any other remedies available, the breaching party shall be liable to the non-breaching party for any damages, including but not limited to consequential damages, arising from such breach.

ASSIGNMENT: No party may assign this Contract in whole or in part without the prior written consent of the other party.

GOVERNING LAW: This Contract shall be governed by the laws of the state of Utah.

JURISDICTION: Any dispute arising out of or in connection with this agreement, including any question regarding its existence, validity, or termination, shall be subject to the exclusive jurisdiction of the courts located in the state of Utah.

SEVERABILITY: If any provision of this agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be deemed modified to the extent necessary to make it valid, legal, and enforceable while preserving the parties' original intent to the fullest extent permitted by law. The invalidity, illegality, or unenforceability of any provision shall not affect the validity, legality, or enforceability of any other provision of this agreement, which shall remain in full force and effect.

LIMITATION OF LIABILITY: To the fullest extent permitted by applicable law, neither party shall be liable to the other party for any indirect, incidental, consequential, special, punitive, or exemplary damages, including but not limited to loss of profits, loss of revenue, loss of data, or interruption of business, arising out of or in connection with this agreement, even if such party has been advised of the possibility of such damages. In no event shall either party's total liability under this agreement to exceed the total fees paid or payable by the other party under this agreement. The limitations and exclusions of liability set forth herein do not apply to any liabilities owed by Client to CBP.

EXCLUSIVITY: This Contract contains the complete agreement between Client and CBC. Commitments or warranties not expressed herein are void.

BONDS: The Client acknowledges and agrees that it is solely and exclusively responsible for the payment of all fees, premiums, and charges associated with the U.S. Customs bond (or any related bond) and any and all renewals, penalties, or other liabilities arising therefrom. The Client further

agrees to indemnify, defend, and hold harmless CBC from and against any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable attorney's fees) incurred by CBC in connection with such bond or the Client's failure to meet its payment obligations related thereto.

RELATIONSHIP OF PARTIES: The parties acknowledge and agree that nothing in this agreement shall be construed to create a partnership, joint venture, employment, or agency relationship between them. Neither party shall have the authority to bind the other party or to incur any obligations on behalf of the other party without the prior written consent of the other party. Each party acknowledges that it is an independent contractor and that it shall be solely responsible for the payment of all taxes, including but not limited to income taxes, social security taxes, and unemployment taxes, arising out of the performance of its obligations under this agreement.

IN WITNESS THEREOF and intending to be legally bound, the parties have caused this Contract to be executed by their duly authorized representatives on the date signed by Client.

CITTA Brokerage	
Full Company Name	Full Company Name
Print Name & Title	Print Name & Title
Signature	Signature
Date	Date

Exhibit 2

Limited Customs Power of Attorney

CITTA Brokerage
DRAWBACK EXPERTS

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT

_____

(Legal name of Company)

_____

(Address of Company)

_____

Printed name of Authorized Representative

_____

Printed title of Authorized Representative

The above-named company hereby appoints CITTA Brokerage Company, 2225 Washington Blvd, Suite 375, Ogden, UT 84401 as a true and lawful agent and attorney of the principal named above with power and authority to transact customs business on behalf of the principal. The business authorized by this power of attorney is limited to the execution of all duty drawback related services in the same way said principal could do if present and acting. Said principal hereby ratifies and confirms all that said agent and attorney shall do or lawfully do or cause to be done by virtue of these presents until and including the expiration date recorded below or until notice of revocation in writing is duly given before that date.

_____ _____

Effective Date Expiration Date

_____

Signature of Authorized Representative

Exhibit 3

Parties in Interest

Potential Parties in Interest

Debtors
Ample, Inc. (d/b/a Ample Energy, Inc.)
Ample Texas EV, LLC

Non-Debtor Affiliates
Ample Iberia S.L.
Ample Japan GK

DIP Lender
Twelve Bridge Capital, LLC

Banks
Citizens Bank N.A.
JPMorgan Chase Bank

Current Directors & Officers
Khaled Hassounah
John de Souza
Vikas Gupta
Alex Lue
Gerard Michael

Former Directors & Officers
Robert Linck
Bilal Khan
James McIntyre

Board Observers
Cameron Scari

Current Shareholders (Equity 1% or Greater)
Khaled Hassounah
Moore Strategic Ventures, LLC
John de Souza
Aypa Power Aggregator LP
Shell Ventures LLC
ENEOS Innovation Partners Godo Kaisha
Repsol Energy Ventures, S.A.
EEI Fund 4 Investment Limited Partnership
Mitsubishi Corporation
MKB Partners Fund II, Limited Partnership
Dreamwork International Investments Ltd.
TRIREC Ample Pte Ltd
Disruptive Innovation Fund, L.P.
PTT Public Company Limited

Transform Ample, LP
ALM Holding

Top 20 Unsecured Creditors
ALM Holding
Avalon Technologies Limited
EEI Fund 4 Investment Limited Partnership
Inversions Cielo Alto Corp.
Inversions El Monasterio Corp.
KR 100 Hooper LLC
Kraus Investment Partners
Mactech Corporation
Marchesi Light Alloy
MKB Partners Fund II, Limited Partnership
New Ground Ventures II, LP
Qingdao Huarui Hardware Products Co., Ltd.
Repsol Energy Ventures, S.A.
Stellantis Europe S.p.A.
Tamarack Global Opportunities I LP
The Boston Consulting Group, Inc.
Total Quality Logistics LLC
Transform Ample, LP
Varsavsky Axel Springer GmBH
WARN Act Tort Claimants (listed under Litigation Parties below)

Convertible Noteholders (That Are Not Also Top 20 Unsecured Creditors)
Andrew Kaiser
Andrew Perry
Beagle Ventures LLC
Brian Kaminskey
Butternut Tree LLC
Moore Strategic Ventures LLC
NGV Co-Investment Fund, LP
Pixma Holdings
Repsol Energy Ventures
Robin Chemers Neustein
Sanjeev Mehra
Shell Ventures LLC
Sunil Bhilotra
Tamarack FI Ample I LLC
Todd Lincoln
Todd Perry

Insurance Parties
AIG
AIU Insurance Company

Apollo Syndicate Management Ltd.
Arch Specialty Insurance Company
Ascot Specialty Insurance Company
Aspen Specialty Insurance Company
AXIS Insurance Company
Fireman's Fund Indemnity Corporation
Fortegra Specialty Insurance Company
Gemini Insurance Company
Landmark American Insurance Company
Mutual of Omaha

Surety Bond Issuers
Roanoke Insurance Group Inc.
Lexon Insurance Company
American Alternative Insurance Corporation

Landlords
KR 100 Hooper LLC
Prologis L.P.
DCT Valley Drive CA LP
Uber Technologies, Inc.
Seaport Parkway LP
Cordelia Industrial 1, LP
1699 West Grand Avenue Property Owner, L.P.
Oak Road Investment Partners, LLC
750 24th Street, LLC
Twenty-fourth 750 LP

Sublessors
Redwood Materials, Inc.

Equipment Lessors
Carbon, Inc.
The Pape Group Inc.
Toyota Commercial Finance
US Bank Equipment Finance

Litigation Parties
Brett Schneider
Sabrina Ohanian
Henry Smith
Maricela Guerrero Santo
Savino Del Bene U.S.A., Inc.

Ordinary Course Professionals
Intrinsic Law Corp

Tafapolsky & Smith LLP
SingerLewak
RSM US LLP

Debtors' Professionals
Getzler Henrich & Associates LLC
Gordian Group LLC
Kurtzman Carson Consultants, LLC (d/b/a Verita Global)
Pillsbury Winthrop Shaw Pittman LLP

Official Committee of Unsecured Creditors' Professionals
Porzio, Bromberg & Newman, P.C.

DIP Lender's Professionals
Fishel Law Group

Taxing & Regulatory Authorities
Internal Revenue Service
Texas Comptroller of Public Accounts
California Department of Tax and Fee Administration
Delaware Division of Corporations
California Attorney General
Delaware Attorney General
District of Columbia Attorney General
New Hampshire Attorney General
United States Attorney General
Washington Attorney General
Wisconsin Attorney General

Utility Providers
AT&T
Monkey Brains
PG&E
Republic Services
Sonic
South San Francisco Scavengery Company, Inc.
Kisi (potential utility provider)
Provigil (potential utility provider)

United States Bankruptcy Judges for the Southern District of Texas (and Key Staff Members)
Hon. Alfredo R. Pérez
Hon. Christopher M. Lopez
Hon. Eduardo V. Rodriguez
Hon. Jeffrey P. Norman
Hon. Marvin Isgur

Aaron Jackson
Akeita House
Ana Castro
Jeannie Chavez
Rosario Saldaña
Shannon Holden
Sierra Thomas-Anderson
Tracey Conrad
Tyler Laws
Yesenia Lila

United States Trustee for the Southern District of Texas (and Key Staff Members)
Kevin M. Epstein
Alethea Caluza
Alicia Barcomb
Alina Samko-Yu
Andrew Jimenez
Christopher R. Travis
Christy Simmons
Glenn Otto
Gwen Smith
Ha Nguyen
Hector Duran
Ivette Gerhard
Jana Whitworth
Jayson B. Ruff
Linda Motton
Luci Johnson-Davis
Millie Aponte Sall
Rajalakshmi Krishnan
Samantha Chilton
Susan B. Hersh
Vianey Garza
Yasmine Rivera