

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

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<b>In re</b>  <b>UNITED ROAD TOWING, INC. et al.,</b>  <b>Debtors.<sup>1</sup></b>	: Chapter 11 : : Case No. 17-10249 (LSS) : : Jointly Administered : : <b>Hearing Date: March 6, 2017 at 11:00 a.m. (ET)</b> : <b>Obj. Deadline: February 27, 2017 at 4:00 p.m. (ET)</b>
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**DEBTORS' APPLICATION FOR AN ORDER AUTHORIZING THE  
RETENTION AND EMPLOYMENT OF WINSTON & STRAWN LLP AS  
COUNSEL TO THE DEBTORS, NUNC PRO TUNC TO THE PETITION DATE**

The above-captioned debtors and debtors in possession (collectively, the “Debtors”), hereby submit this application (this “Application”) for entry of an order, substantially in the form attached hereto as **Exhibit A** (the “Proposed Order”), authorizing the retention and employment of Winston & Strawn LLP (“Winston” or the “Firm”) as counsel to the Debtors, *nunc pro tunc* to the Petition Date (as defined below). In support of this Application, the Debtors rely upon (a) the declaration of *Daniel J. McGuire in Support of Debtors’ Application for an Order Authorizing the Retention and Employment of Winston & Strawn LLP as Counsel to the Debtors, Nunc Pro Tunc to the Petition Date* (the “McGuire Declaration”), attached hereto as **Exhibit B**, (b) the statement of Winston pursuant to Federal Rule of Bankruptcy Procedure (“Bankruptcy Rule”) 2016 attached hereto as **Exhibit C**, and (c) the *Declaration of Michael J. Mahar in*

1 The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: United Road Towing, Inc. (6962); URT Holdings, Inc. (8341); City Towing Inc. (2118); URS West, Inc. (3518); Bill & Wag’s, Inc. (3518); Export Enterprises of Massachusetts, Inc. (5689); Pat’s Towing, Inc. (6964); Keystone Towing, Inc. (6356); Ross Baker Towing, Inc. (9742); URT Texas, Inc. (3716); Mart-Caudle Corporation (1912); Signature Towing, Inc. (3054); WHW Transport, Inc. (3055); URS Southeast, Inc. (7289); URS Northeast, Inc. (7290); URS Southwest, Inc. (7284); Fast Towing, Inc. (5898); E&R Towing & Garage, Inc. (8500); Sunrise Towing, Inc. (7160); Ken Lehman Enterprises Inc. (1970); United Road Towing of South Florida, Inc. (9186); Rapid Recovery Incorporated (1659); United Road Towing Services, Inc. (2206); Arri Brothers, Inc. (7962); Rancho Del Oro Companies, Inc. (3924); CSCBD, Inc. (2448); URS Leasing, Inc. (9072); UR VMS LLC (4904); UR Vehicle Management Solutions, Inc. (0402). The Debtors’ mailing address is c/o United Road Towing, Inc., 9550 Bormet Drive, Suite 301, Mokena, Illinois 60448.

*Support of Debtors' Application for an Order Authorizing the Retention and Employment of Winston & Strawn LLP as Counsel to the Debtors, Nunc Pro Tunc to the Petition Date* (the "Mahar Declaration") attached hereto as **Exhibit D**. In further support of this Application, the Debtors respectfully represent as follows:

### **JURISDICTION**

1. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1334(b) and 157, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated as of February 29, 2012. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409. Pursuant to Rule 9013-1(f) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "Local Rules"), the Debtors consent to the entry of a final judgment or order with respect to the Motion if it is determined that the Court, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution.

2. The statutory predicates for the relief sought herein are sections 327(a), 330, and 1107(b) of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the "Bankruptcy Code"), Bankruptcy Rules 2014 and 2016, and Local Rules 2014-1 and 2016-1.

### **BACKGROUND**

3. On February 6, 2017 (the "Petition Date"), the Debtors commenced voluntary cases (the "Chapter 11 Cases") under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (the "Court"). The Debtors continue to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. 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 Court has entered an order for joint administration of these Chapter 11 Cases. As of the date hereof, no trustee, examiner, or statutory committee has been appointed.

4. Additional information regarding the Debtors' business, capital structure, and the circumstances leading to these Chapter 11 Cases is set forth in the *Declaration of Michael J. Mahar of in Support of Debtors' Chapter 11 Petitions and First Day Pleadings* [Docket No. 2] (the "First Day Declaration") filed on the Petition Date and incorporated herein by reference.<sup>2</sup>

### **RELIEF REQUESTED**

5. By this Application, the Debtors seek the Court's entry of the Proposed Order, authorizing the Debtors to retain and employ Winston as primary bankruptcy counsel for the Debtors in these Chapter 11 Cases upon the terms and conditions contained in that certain Engagement Agreement, dated as of June 28, 2016 and between Winston and Debtors (the "Engagement Agreement"), a copy of which is attached to the McGuire Declaration as **Exhibit 1** and incorporated by reference herein, *nunc pro tunc* to the Petition Date. By separate application, the Debtors also ask the Court to approve the retention of: (a) Young Conaway Stargatt & Taylor, LLP as Delaware bankruptcy and conflicts counsel to the Debtors; (b) Getzler Henrich & Associates, LLC as financial advisor to the Debtors; (c) SSG Advisors, LLC as investment banker to the Debtors, as well as certain other firms that will continue to provide legal and other professional services to the Debtors in the ordinary course of their business. Winston has discussed the division of responsibilities with the Debtors and the other professionals the Debtors seek to retain, and will make every effort to avoid duplication of efforts in connection with these Chapter 11 Cases. Accordingly, the Debtors respectfully request

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<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the First Day Declaration.

the entry of an order, pursuant to section 327(a) of the Bankruptcy Code, authorizing the Debtors to employ and retain Winston as their attorneys to perform the legal services that will be necessary during these Chapter 11 Cases.

**BASIS FOR RELIEF REQUESTED**

6. Section 327(a) of the Bankruptcy Code provides, in relevant part, as follows:

Except as otherwise provided in this section, the trustee, with the court's approval, may employ one or more attorneys, accountants, appraisers, auctioneers, or other professional persons, that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the trustee in carrying out the trustee's duties under this title.

11 U.S.C. § 327(a).

7. Bankruptcy Rule 2014 provides, in relevant part, as follows:

An order approving the employment of attorneys, accountants, appraisers, auctioneers, agents, or other professionals pursuant to § 327 . . . of the Code shall be made only on application of the trustee or committee.

Fed. R. Bankr. P. 2014.

8. As required by Bankruptcy Rule 2014(a), this Application sets forth the following: (a) the specific facts showing the necessity for Winston's employment, (b) the reasons for the Debtors' selection of Winston as counsel to the Debtors, (c) the professional services to be provided by Winston, (d) the arrangement between the Debtors and Winston with respect to Winston's compensation, and (e) to the best of the Debtors' knowledge, the extent of Winston's connections, if any, to certain parties in interest in these Chapter 11 Cases.

**A. Winston's Qualifications**

9. The Debtors seek to retain Winston as their bankruptcy counsel because of the Firm's extensive knowledge, expertise, and experience in the field of debtors' and creditors' rights and business reorganizations under chapter 11 of the Bankruptcy Code. The Debtors submit that Winston's knowledge, expertise, and experience practicing before the Court will

enable it to work in an efficient and cost-effective manner on behalf of the Debtors' estates. Additionally, in preparing for these Chapter 11 Cases, Winston has become familiar with the Debtors' business and affairs and many of the potential legal issues that may arise in the context of these Chapter 11 Cases. Accordingly, the Debtors believe that Winston is uniquely qualified to represent them as bankruptcy counsel in these Chapter 11 Cases.

**B. Scope of Services to be Rendered**

10. The professional services that Winston will render to the Debtors include, but shall not be limited to, the following:

- providing legal advice with respect to the Debtors' powers and duties as debtors in possession in the continued operation of their business and management of their properties;
- pursuing confirmation of a plan and approval of a disclosure statement;
- preparing, on behalf of the Debtors, necessary applications, motions, answers, orders, reports, and other legal papers;
- appearing in Court and protecting the interests of the Debtors before the Court; and
- performing all other legal services for the Debtors that may be necessary and proper in these proceedings.

**C. Payment of Fees and Expenses**

11. Winston will seek Court approval of its compensation and reimbursement of its actual, necessary expenses and other charges incurred by the Firm upon the filing of appropriate applications for compensation and reimbursement pursuant to sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and applicable orders of the Court. The principal attorneys presently designated to represent the Debtors, and their current standard hourly rates, are:

- a. Daniel J. McGuire \$930.00 per hour

- b. Carrie V. Hardman \$750.00 per hour
- c. Grace D. D'Arcy \$560.00 per hour

The hourly rates set forth above are subject to periodic adjustments to reflect economic and other conditions. Other attorneys and paralegals from Winston may from time to time also serve the Debtors in connection with the matters described herein.

12. The hourly rates set forth above are the Firm's standard hourly rates for work of this nature. These rates are set at a level designed to fairly compensate the Firm for the work of its attorneys and paralegals and to cover fixed and routine overhead expenses. It is the Firm's policy to charge its clients in all areas of practice for all other expenses incurred in connection with the client's case. The expenses charged to clients include, among other things, mail and express mail charges, special or hand delivery charges, document processing, photocopying charges, charges for mailing supplies (including, without limitation, envelopes and labels) provided by the Firm to outside copying services for use in mass mailings, travel expenses, expenses for "working meals," computerized research, transcription costs, as well as non-ordinary overhead expenses approved by the client such as secretarial and other overtime. The Firm will charge the Debtors for these expenses in a manner and at rates consistent with charges made generally to the Firm's other clients. The Firm believes that it is fairer to charge these expenses to the clients incurring them than to increase the hourly rates and spread the expenses among all clients.

13. Winston was retained by the Debtors pursuant to the Engagement Agreement. In accordance with the Engagement Agreement, Winston received a retainer in the amount of \$100,000.00 (as supplemented, the "Retainer") over the course of three payments, and received replenished retainer funds as follows, prior to the commencement of these Chapter 11 Cases:

Date	Amount	Check/Wire
7/16/2016	\$35,000.00	Check
7/14/2016	\$25,000.00	Check
7/15/2016	\$40,000.00	Check
11/1/2016	\$47,960.10	Check
12/16/2016	\$25,527.08	Check
1/19/2017	\$50,300.83	Check
1/24/2017	\$50,000.00	Check
2/2/2017	\$61,138.81	Wire
2/3/2017	\$50,000.00	Wire

14. The Retainer was provided in connection with the planning and preparation of initial documents and its proposed postpetition representation of the Debtors. Since Winston was retained by the Debtors, the following invoices have been paid:

Payment Date	Amount	Invoice Date	Retainer Balance
9/29/2016	\$47,960.10	9/29/2016	\$52,039.90
12/12/2016	\$25,527.08	12/12/2016	\$74,472.92
1/11/2017	\$50,300.83	1/11/2017	\$49,699.17
1/24/2017	\$45,552.80	1/24/2017	\$54,447.20
1/31/2017	\$61,138.81	1/31/2017	\$43,308.39
2/3/2017	\$52,776.50	2/3/2017	\$51,670.70
2/5/2017	\$44,471.00	2/5/2017	\$57,199.70

15. Winston will hold the balance of the Retainer in the amount of \$57,199.70 as a general retainer as security for postpetition services and expenses.<sup>3</sup>

16. In this case, the general security retainer is appropriate for several reasons. *See In re Insilco Techs., Inc.*, 291 B.R. 628, 634 (Bankr. D. Del. 2003) (“Factors to be considered, include . . . whether terms of an engagement agreement reflect normal business terms in the marketplace; . . . the relationship between the Debtor and the professionals, *i.e.*, whether the parties involved are sophisticated business entities with equal bargaining power who engaged in an arms-length negotiation[] [and] . . . whether the retention, as proposed, is in the best interests

<sup>3</sup> Winston’s statement pursuant to Bankruptcy Rule 2016 is attached hereto as **Exhibit C**.

of the estate[] . . .”); *see also In re CTC Commc’ns Grp., Inc.*, Case No. 02-12873 (PJW) (Bankr. D. Del. May 22, 2003), Hr’g Tr. 43:14–15 (“I agree and adopt wholeheartedly Judge Carey’s decision in the *Insilco* case.”). First, these types of retainer agreements reflect normal business terms in the marketplace. *See In re Insilco Techs., Inc.*, 291 B.R. at 634 (“[I]t is not disputed that the taking of [security] retainers is a practice now common in the market place.”). Second, both Winston and the Debtors are sophisticated business entities that have negotiated the retainer at arm’s length. Third, the retention of Winston is in the best interests of the Debtors’ estates because the Engagement Agreement and Retainer allow the Debtors to maintain the prepetition relationship established with Winston. Thus, under the standards articulated in *In re Insilco Technologies, Inc.*, and adopted *In re CTC Communications Group, Inc.*, the facts and circumstances of these chapter 11 cases support the approval of the security retainer.

17. As set forth in the McGuire Declaration, Winston has not shared or agreed to share any of its compensation from the Debtors with any other person, other than as permitted by section 504 of the Bankruptcy Code.

**D. Bankruptcy Rule 2014 Disclosure**

18. To the best of the Debtors’ knowledge, and except as disclosed herein and in the McGuire Declaration, Winston has not represented the Debtors, their creditors, or any other parties-in-interest, or their respective attorneys, in any matter relating to the Debtors or their estates. Winston is a “disinterested person” as that term is defined in section 101(14) of the Bankruptcy Code in that the Firm, its partners, counsel, and associates:

- a. are not creditors, equity security holders, or insiders of the Debtors;
- b. are not and were not, within two (2) years before the Petition Date, directors, officers, or employees of the Debtors; and



- c. do not have an interest materially adverse to the interests of the Debtors' estates or of any class of the Debtors' creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, any of the Debtors, or for any other reason.

19. For the above reasons, the Debtors submit that Winston's retention and employment is necessary and in the best interests of the Debtors and their estates.

### NOTICE

20. Notice of this Application has been provided to: (i) the Office of the United States Trustee for the District of Delaware; (ii) counsel to Wells Fargo Bank, N.A. and Medley Capital Corporation; (iii) the Debtors' thirty (30) largest unsecured creditors on a consolidated basis; and (iv) all parties who have filed a notice of appearance and request for service of papers pursuant to Bankruptcy Rule 2002. In light of the nature of the relief requested herein, the Debtors submit that no other or further notice is necessary.

### CONCLUSION

WHEREFORE, the Debtors request entry of the Proposed Order, attached hereto as **Exhibit A**, granting the relief requested herein and such other and further relief as is just and proper.

Dated: February 13, 2017  
Mokena, Illinois

/s/ Michael J. Mahar  
Michael J. Mahar, CFO

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

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<b>In re</b>	: Chapter 11
	:
	: Case No. 17-10249 (LSS)
<b>UNITED ROAD TOWING, INC. et al.,</b>	:
	: Jointly Administered
	:
<b>Debtors.<sup>1</sup></b>	: <b>Hearing Date: March 6, 2017 at 11:00 a.m. (ET)</b>
	: <b>Obj. Deadline: February 27, 2017 at 4:00 p.m. (ET)</b>

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**NOTICE OF DEBTORS' APPLICATION FOR AN ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT OF WINSTON & STRAWN, LLP AS COUNSEL TO THE DEBTORS, NUNC PRO TUNC TO THE PETITION DATE**

TO: (I) THE OFFICE OF THE UNITED STATES TRUSTEE FOR THE DISTRICT OF DELAWARE; (II) COUNSEL TO WELLS FARGO BANK, N.A. AND MEDLEY CAPITAL CORPORATION; (III) THE DEBTORS' THIRTY (30) LARGEST UNSECURED CREDITORS ON A CONSOLIDATED BASIS; AND (IV) ALL PARTIES WHO HAVE FILED A NOTICE OF APPEARANCE AND REQUEST FOR SERVICE OF PAPERS PURSUANT TO BANKRUPTCY RULE 2002

**PLEASE TAKE NOTICE** that United Road Towing, Inc. and its affiliated debtors and debtors in possession in the above-captioned cases (collectively, the "Debtors"), have filed the attached *Debtors' Application for an Order Authorizing the Retention and Employment of Winston & Strawn, LLP as Counsel to the Debtors, Nunc Pro Tunc to the Petition Date* (the "Application").

**PLEASE TAKE FURTHER NOTICE** that any objections or responses to the relief requested in the Application must be filed on or before **February 27, 2017, at 4:00 p.m. (ET)** (the "Objection Deadline") with the United States Bankruptcy Court for the District of Delaware, 824 N. Market Street, 3<sup>rd</sup> Floor, Wilmington, Delaware 19801. At the same time, copies of any responses or objections to the Application must be served upon the proposed undersigned counsel to the Debtors so as to be received on or before the Objection Deadline.

<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: United Road Towing, Inc. (6962); URT Holdings, Inc. (8341); City Towing Inc. (2118); URS West, Inc. (3518); Bill & Wag's, Inc. (3518); Export Enterprises of Massachusetts, Inc. (5689); Pat's Towing, Inc. (6964); Keystone Towing, Inc. (6356); Ross Baker Towing, Inc. (9742); URT Texas, Inc. (3716); Mart-Caudle Corporation (1912); Signature Towing, Inc. (3054); WHW Transport, Inc. (3055); URS Southeast, Inc. (7289); URS Northeast, Inc. (7290); URS Southwest, Inc. (7284); Fast Towing, Inc. (5898); E&R Towing & Garage, Inc. (8500); Sunrise Towing, Inc. (7160); Ken Lehman Enterprises Inc. (1970); United Road Towing of South Florida, Inc. (9186); Rapid Recovery Incorporated (1659); United Road Towing Services, Inc. (2206); Arri Brothers, Inc. (7962); Rancho Del Oro Companies, Inc. (3924); CSCBD, Inc. (2448); URS Leasing, Inc. (9072); UR VMS LLC (4904); UR Vehicle Management Solutions, Inc. (0402). The Debtors' mailing address is c/o United Road Towing, Inc., 9550 Bormet Drive, Suite 301, Mokena, Illinois 60448.

**PLEASE TAKE FURTHER NOTICE THAT A HEARING TO CONSIDER THE APPLICATION WILL BE HELD ON MARCH 6, 2017 AT 11:00 A.M. (ET) BEFORE THE HONORABLE LAURIE SELBER SILVERSTEIN IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE, 824 N. MARKET STREET, 6<sup>TH</sup> FLOOR, COURTROOM 2, WILMINGTON, DELAWARE 19801.**

**PLEASE TAKE FURTHER NOTICE THAT IF NO OBJECTIONS OR RESPONSES TO THE APPLICATION ARE TIMELY FILED AND RECEIVED IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF REQUESTED THEREIN WITHOUT FURTHER NOTICE OR A HEARING.**

Dated: February 13, 2017  
Wilmington, Delaware

YOUNG CONAWAY STARGATT  
& TAYLOR, LLP

/s/ M. Blake Cleary

M. Blake Cleary (No. 3614)  
Ryan M. Bartley (No. 4985)  
Andrew L. Magaziner (No. 5426)  
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-and-

WINSTON & STRAWN LLP  
Daniel J. McGuire  
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Carrie V. Hardman  
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New York, NY 10166  
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Facsimile: (212) 294-4700

*Proposed Counsel for Debtors and  
Debtors in Possession*

**EXHIBIT A**

**Proposed Order**

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE**

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<b>In re</b>	:	Chapter 11
	:	
	:	Case No. 17-10249 (LSS)
<b>UNITED ROAD TOWING, INC. et al.,</b>	:	
	:	Jointly Administered
<b>Debtors.<sup>1</sup></b>	:	
	:	Docket Ref. No. _____

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**ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT OF  
WINSTON & STRAWN LLP AS COUNSEL TO THE DEBTORS,  
NUNC PRO TUNC TO THE PETITION DATE**

Upon consideration of the application (the “Application”)<sup>2</sup> of the Debtors for the entry of an order, pursuant to sections 327(a), 330 and 1107(b) of the Bankruptcy Code and Bankruptcy Rule 2014, authorizing the retention and employment of Winston & Strawn LLP (“Winston”) as counsel to the Debtors in these Chapter 11 Cases, *nunc pro tunc* to the Petition Date, as more fully described in the Application; and upon consideration of the McGuire Declaration, the Mahar Declaration, and the First Day Declaration; and due and proper notice of the Application having been given; and it appearing that no other or further notice of the Application is required; and it appearing that this Court has jurisdiction to consider the Application in accordance with 28 U.S.C. §§ 157 and 1334 and *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29,

1 The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: United Road Towing, Inc. (6962); URT Holdings, Inc. (8341); City Towing Inc. (2118); URS West, Inc. (3518); Bill & Wag’s, Inc. (3518); Export Enterprises of Massachusetts, Inc. (5689); Pat’s Towing, Inc. (6964); Keystone Towing, Inc. (6356); Ross Baker Towing, Inc. (9742); URT Texas, Inc. (3716); Mart-Caudle Corporation (1912); Signature Towing, Inc. (3054); WHW Transport, Inc. (3055); URS Southeast, Inc. (7289); URS Northeast, Inc. (7290); URS Southwest, Inc. (7284); Fast Towing, Inc. (5898); E&R Towing & Garage, Inc. (8500); Sunrise Towing, Inc. (7160); Ken Lehman Enterprises Inc. (1970); United Road Towing of South Florida, Inc. (9186); Rapid Recovery Incorporated (1659); United Road Towing Services, Inc. (2206); Arri Brothers, Inc. (7962); Rancho Del Oro Companies, Inc. (3924); CSCBD, Inc. (2448); URS Leasing, Inc. (9072); UR VMS LLC (4904); UR Vehicle Management Solutions, Inc. (0402). The Debtors’ mailing address is c/o United Road Towing, Inc., 9550 Bormet Drive, Suite 301, Mokena, Illinois 60448.

2 Capitalized terms used but not defined herein have the meanings given to them in the Application.

2012; and it appearing that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and it appearing that venue of this proceeding and the Application is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court finding that Winston (a) holds no interest adverse to Debtors or its estates in the matters upon which it is sought to be engaged, (b) is a disinterested person as that term is defined in section 101(14) of the Bankruptcy Code, and as required by section 327(a) of the Bankruptcy Code, and (c) has disclosed any connections with Debtors, creditors, or 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 as required by Bankruptcy Rule 2014; none of the representations or engagements set out in the McGuire Declaration constitute a conflict-of-interest or impair the disinterestedness of Winston or otherwise preclude Debtors' retention of Winston in the Chapter 11 Cases; and after due deliberation and sufficient cause appearing therefor, it is hereby ORDERED that:

1. The Application is granted as set forth herein.
2. In accordance with section 327(a), 330 and 1107(b) of the Bankruptcy Code, Bankruptcy Rule 2014, and Local Rule 2014, the Debtors are hereby authorized to retain and employ Winston as counsel to the Debtors in the Chapter 11 Cases as set forth in the Application, the McGuire Declaration, and the Engagement Agreement, *nunc pro tunc* to the Petition Date.
3. Winston shall apply for compensation and reimbursement in accordance with the procedures set forth in sections 330 and 331 of the Bankruptcy Code, applicable provisions of the Bankruptcy Rules, the Local Rules, and applicable orders of this Court. Winston also intends to make a reasonable effort to comply with the U.S. Trustee's requests for information and additional disclosures as set forth in the *Guidelines for Reviewing Applications*

*for Compensation and Reimbursement of Expenses Filed under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases Effective as of November 1, 2013* (both in connection with this Application and the interim and final fee applications to be filed by Winston in these Chapter 11 Cases.

4. The Debtors and Winston are authorized and empowered to take all actions necessary to implement relief granted in this Order.

5. Notice of the Application as provided therein is deemed to be good and sufficient notice of such Application.

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

7. This Court shall retain jurisdiction with respect to all matters arising from or relating to the interpretation or implementation of this Order.

Dated: \_\_\_\_\_, 2017  
Wilmington, Delaware

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LAURIE SELBER SILVERSTEIN  
UNITED STATES BANKRUPTCY JUDGE

**EXHIBIT B**

**McGuire Declaration**



**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

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<b>In re</b>	:	Chapter 11
	:	
	:	Case No. 17-10249 (LSS)
<b>UNITED ROAD TOWING, INC. et al.,</b>	:	
	:	Jointly Administered
<b>Debtors.<sup>1</sup></b>	:	
	:	

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**DECLARATION OF DANIEL J. MCGUIRE IN SUPPORT OF THE DEBTORS’  
APPLICATION FOR AN ORDER AUTHORIZING THE RETENTION AND  
EMPLOYMENT OF WINSTON & STRAWN LLP AS COUNSEL TO THE DEBTORS,  
NUNC PRO TUNC TO THE PETITION DATE**

I, Daniel J. McGuire declare, pursuant to 28 U.S.C. § 1746, under penalty of perjury that:

1. I am a partner in the firm of Winston & Strawn LLP (the “Firm” or “Winston”), 35 W. Wacker Dr., Chicago, IL 60601, and have been duly admitted to practice in Illinois. I submit this declaration in support of the *Debtors’ Application for an Order Authorizing the Retention and Employment of Winston & Strawn LLP as Counsel to the Debtors, Nunc Pro Tunc to the Petition Date* (the “Application”).<sup>2</sup>

2. Winston has conducted a series of searches in the Firm’s conflicts databases to identify relationships with the Debtors, their lenders, significant creditors, their major equity holders, and various other parties-in-interest in these chapter 11 cases (collectively,

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1 The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: United Road Towing, Inc. (6962); URT Holdings, Inc. (8341); City Towing, Inc. (2118); URS West, Inc. (3518); Bill & Wag’s Towing (3518); Export Enterprises of Massachusetts, Inc. (5689); Pat’s Towing, Inc. (6964); Keystone Towing, Inc. (6356); Ross Baker Towing, Inc. (9742); URT Texas, Inc. (3716); Mart Caudle Corporation (1912); Signature Towing, Inc. (3054); WHW Transport, Inc. (3055); URS Southeast, Inc. (7289); URS Northeast, Inc. (7290); URS Southwest, Inc. (7284); Fast Towing, Inc. (5898); E&R Towing and Garage, Inc. (8500); Sunrise Towing, Inc. (7160); Ken Lehman Enterprises, Inc. (1970); United Road Towing of South Florida, Inc. (9186); Rapid Recovery Incorporated (1659); United Road Towing Services, Inc. (2206); Arri Brothers, Inc. (7962); Rancho Del Oro Companies, Inc. (3924); CSCBD, Inc. (2448); URS Leasing, Inc. (9072); UR VMS LLC (4904); UR Vehicle Management Solutions, Inc. (0402). The Debtors’ mailing address is c/o United Road Towing, Inc., 9550 Bormet Drive., Suite 301, Mokena, Illinois 60448.

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

the “Potential Parties-in-Interest”). A list of the Potential Parties-in-Interest is attached to this Declaration as **Exhibit 2**.

3. Based on the conflicts and connections search conducted and described herein, to the best of my knowledge, neither I, Winston, nor any partner, counsel, or associate thereof, insofar as I have been able to ascertain, has any connection with the Debtors or any other parties-in-interest herein, except as stated below:

- a. In recent weeks, Winston and certain of its attorneys and paralegals have rendered legal services to the Debtors relating to their plans to seek relief under chapter 11 of the Bankruptcy Code and the preparation of the petitions and other papers initiating and prosecuting these cases.
- b. The Debtors have sought or will seek to retain: (a) Young Conaway Stargatt & Taylor, LLP as bankruptcy and conflicts counsel to the Debtors; (b) Getzler Henrich & Associates LLC as the Debtors’ financial advisor; (c) SSG Advisors, LLC as investment banker to the Debtors; and (d) Rust Consulting/Omni Bankruptcy as claims and noticing agent and administrative agent. Winston has in the past and/or currently does work with and/or against these professionals in connection with matters wholly unrelated to these proceedings.
- c. In the past, Winston may have represented the following Interested Parties (or affiliates of such entities) in matters wholly unrelated to the Debtors and these chapter 11 cases:
  - i. Nicor Gas.
- d. Winston currently represents (and may in the past have represented) the following Interested Parties or parties who may be affiliated with such Interested Parties in matters that are wholly unrelated to the Debtors and these chapter 11 cases:
  - i. Boomsa, Brian;
  - ii. Berkshire Hathaway Homestate Companies;
  - iii. CenterPoint Energy;
  - iv. Comcast;
  - v. ComEd;
  - vi. Lexington Insurance Company;
  - vii. National Grid;
  - viii. Time Warner Cable;
  - ix. TXU Electric; and
  - x. Verizon.

- e. Medley Capital Corporation (“Medley”) is a prepetition secured lender to the Debtors and equity shareholder of Debtor, URT Holdings, Inc. Winston currently represents Medley and its affiliates in matters unrelated to the Debtors and their chapter 11 cases. Winston has also previously represented Medley, its affiliates or committee or ad hoc groups of which Medley was a member, none of which are related to the Debtors. Winston has received a waiver from Medley as to the aforementioned matter. Nevertheless, Winston will not engage in any matters on behalf of the Debtors in these Chapter 11 Cases involving Medley. All such matters will be handled by conflicts counsel, Young Conaway Stargatt & Taylor, LLP.
- f. Wells Fargo Bank, N.A. (“Wells Fargo”) is a prepetition and post-petition secured lender to the Debtors and one of the Debtors’ cash management banks. Winston currently represents Wells Fargo and its affiliates in matters unrelated to the Debtors and their Chapter 11 Cases. Winston has also previously represented Wells Fargo, its affiliates or committee or ad hoc groups of which Wells Fargo was a member, none of which are related to the Debtors. Winston has received a waiver from Wells Fargo as to the aforementioned matter. Consistent with the waiver, Winston will not engage in any matters on behalf of the Debtors in these Chapter 11 Cases involving Wells Fargo. All such matters will be handled by conflicts counsel, Young Conaway Stargatt & Taylor, LLP.
- g. Milestone Partners II, L.P. and Milestone Partners II, L.P. 2 (collectively, “Milestone”) are equity shareholders of Debtor URT Holdings, Inc. Winston currently represents Milestone and its affiliates in matters unrelated to the Debtors and their chapter 11 cases.

4. In addition, to the best of my knowledge, information, and belief and in accordance with Bankruptcy Rule 5002, neither I, nor any attorney at Winston is a relative of the United States Bankruptcy Judge assigned to these Chapter 11 Cases, and Winston does not have a connection with the United States Bankruptcy Judge that would render its retention in these Chapter 11 Cases improper. Further, in accordance with Bankruptcy Rule 2014, Winston does not have any connection with the Office of the United States Trustee (the “U.S. Trustee”) or any persons employed by the U.S. Trustee.

5. Based upon its review as of this date, Winston has determined that it does not represent any party in these proceedings with a material adverse interest with respect to the Debtors. Winston will supplement this declaration, as necessary, with additional information or

disclosures in the event that additional information is developed or additional connections are disclosed.

6. Winston is a “disinterested person” as that term is defined in § 101(14) of the Bankruptcy Code in that Winston, its partners, counsel, and associates:

- a. are not creditors, equity security holders, or insiders of the Debtors;
- b. are not and were not, within two (2) years before the date of the filing of the petition, a director, officer, or employee of the Debtors; and
- c. do not have an interest materially adverse to the interest of the Debtors’ estates or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtors, or for any other reason.

7. As set forth above, and subject to any explanations and/or exceptions contained herein, Winston (a) does not hold or represent any interest adverse to the Debtors in connection with the matters upon which Winston is to be engaged, and (b) is disinterested. If the results of further investigation reveal any additional connections, Winston will make any further disclosures as may be appropriate at that time.

8. Winston was retained by the Debtors pursuant to the Engagement Agreement. In accordance with the Engagement Agreement, Winston received a retainer in the amount of \$100,000.00 (as supplemented, the “Retainer”) over the course of three payments, and received replenished retainer funds as follows, prior to the commencement of these Chapter 11 Cases:

<b>Date</b>	<b>Amount</b>	<b>Check/Wire</b>
7/16/2016	\$35,000.00	Check
7/14/2016	\$25,000.00	Check
7/15/2016	\$40,000.00	Check
11/1/2016	\$47,960.10	Check
12/16/2016	\$25,527.08	Check
1/19/2017	\$50,300.83	Check
1/24/2017	\$50,000.00	Check
2/2/2017	\$61,138.81	Wire
2/3/2017	\$50,000.00	Wire

9. The Retainer was provided in connection with the planning and preparation of initial documents and its proposed postpetition representation of the Debtors. Since Winston was retained by the Debtors, the following invoices have been paid:

Payment Date	Amount	Invoice Date	Retainer Balance
9/29/2016	\$47,960.10	9/29/2016	\$52,039.90
12/12/2016	\$25,527.08	12/12/2016	\$74,472.92
1/11/2017	\$50,300.83	1/11/2017	\$49,699.17
1/24/2017	\$45,552.80	1/24/2017	\$54,447.20
1/31/2017	\$61,138.81	1/31/2017	\$43,308.39
2/3/2017	\$52,776.50	2/3/2017	\$51,670.70
2/5/2017	\$44,471.00	2/5/2017	\$57,199.70

10. Winston will hold the balance of the Retainer in the amount of \$57,199.70 as a general retainer as security for postpetition services and expenses.<sup>3</sup>

11. Winston intends to apply for compensation for professional services rendered in connection with these Chapter 11 Cases subject to approval of the Court and in compliance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any administrative order entered by the Court, on an hourly basis, plus reimbursement of actual, necessary expenses and other charges incurred by Winston. The Firm operates in a national and regional marketplace for legal services in which rates are driven by multiple factors relating to the individual lawyer, his or her area of specialty, the firm's expertise, performance and reputation, the nature of the work involved, and other factors. The principal attorneys and paralegal designated to represent the Debtors and their current standard hourly rates are:

- a. Daniel J. McGuire                      \$930.00 per hour
- b. Carrie V. Hardman                      \$750.00 per hour
- c. Grace D. D'Arcy                         \$560.00 per hour

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<sup>3</sup> Winston's statement pursuant to Bankruptcy Rule 2016 is attached to the Application as **Exhibit C**.

The hourly rates set forth above are subject to periodic adjustments to reflect economic and other conditions. Other attorneys and paralegals may from time to time serve the Debtors in connection with the matters herein described.

12. Winston has advised the Debtors that the hourly rates set forth above are its standard hourly rates for work of this nature and that these rates are set at a level designed to fairly compensate the Firm for the work of its attorneys and paralegals and to cover fixed and routine overhead expenses. It is the Firm's policy to charge its clients in all areas of practice for all other expenses incurred in connection with the client's case. The expenses charged to clients include, among other things, mail and express mail charges, special or hand delivery charges, document processing, photocopying charges, charges for mailing supplies (including, without limitation, envelopes and labels) provided by the Firm to outside copying services for use in mass mailings, travel expenses, expenses for "working meals," computerized research, transcription costs, as well as non-ordinary overhead expenses approved by the client such as secretarial and other overtime. The Firm will charge the Debtors for these expenses in a manner and at rates consistent with charges made generally to the Firm's other clients. The Firm believes that it is fairer to charge these expenses to the clients incurring them than to increase the hourly rates and spread the expenses among all clients.

13. No promises have been received by Winston, nor by any partner, counsel, or associate thereof, as to compensation in connection with these Chapter 11 Cases other than in accordance with the provisions of the Bankruptcy Code. Winston has no agreement with any other entity to share with such entity any compensation received by Winston in connection with these Chapter 11 Cases.

14. Consistent with the U.S. Trustee's *Appendix B—Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330* by

*Attorneys in Larger Chapter 11 Cases* (the “U.S. Trustee Guidelines”), which became effective on November 1, 2013, I state as follows:

- Winston has not agreed to a variation of its standard or customary billing arrangements for this engagement;
- None of the Firm’s professionals included in this engagement has varied their rate based on the geographic location of these Chapter 11 Cases;
- Winston was retained by the Debtors pursuant to an Engagement Agreement dated June 28, 2016. The billing rates and material terms of the prepetition engagement are the same as the rates and terms described in the Application, subject to periodic adjustment to reflect economic and other conditions; and
- The Debtors will be approving a prospective budget and staffing plan for Winston’s engagement for the postpetition period as appropriate. In accordance with the U.S. Trustee Guidelines, the budget may be amended as necessary to reflect changed or unanticipated developments.

15. The facts set forth in the Application are true and correct to the best of my knowledge, information, and belief.

Dated: February 13, 2017  
Chicago, Illinois

Daniel J. McGuire  
Daniel J. McGuire

**EXHIBIT 1**

**Engagement Agreement**



**WINSTON  
& STRAWN**  
LLP

North America Europe Asia

35 W. Wacker Drive  
Chicago, IL 60601  
T +1 312 558 5600  
F +1 312 558 5700

June 28, 2016

**VIA ELECTRONIC MAIL**

United Road Towing, Inc.  
City Towing, Inc.  
URS West, Inc.  
Bill & Wag's Towing  
9550 Bormet Drive  
Suite 301  
Mokena, IL 60448  
Attn: Michael Mahar

**Re: Engagement of Winston & Strawn LLP**

Dear Mike:

Thank you for selecting Winston & Strawn LLP (the "firm") to serve, as described below, contingency planning and restructuring counsel for (a) United Road Towing, Inc., a Delaware corporation ("URT Parent"), (b) City Towing, Inc., a Nevada corporation ("City Towing"), (c) URS West, Inc., a Delaware corporation ("URS"), and (d) Bill & Wag's Towing, a California corporation ("B&W" and, collectively with URT Parent, City Towing, URS and B&W, the "Client Entities"). Our firm's policy at the outset of an engagement is to outline the nature of the representation, and the basis on which the firm will provide and be paid for legal services.

1. Nature of Engagement: As we have discussed, the firm's clients in this matter will be the Client Entities, and not any affiliate, officer, director, shareholder, creditor, interest holder, or employee of the Client Entities.

We agree to represent and advise the Client Entities:

(a) With respect to contingency planning and financial restructuring, including, without limitation, general commercial legal advice with regard to contractual matters, and assistance in structuring, negotiating and documenting the terms of potential amendments or modifications to, or refinancing of, the Client Entities' existing term and revolving credit facilities, recapitalization of the Client Entities, or a sale of assets of or equity interests in one or more of the Client Entities (collectively, the "Workout and Restructuring Matters"); and

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(b) As debtors in possession in potential chapter 11 bankruptcy cases (collectively, "Chapter 11 Case"), subject to certain additional terms set forth herein. Our services in a potential Chapter 11 Case include the preparation of documents and pleadings necessary for the initiation and administration of the case; representation in applications, contested matters, adversary proceedings, and other bankruptcy or non-bankruptcy litigation; attendance at all meetings and hearings necessary to the conduct of the case; consultations with the Client Entities' directors and officers, equity holders, creditors, claimants in the litigation, and other parties in interest regarding the conduct of the case; and the formulation and presentation of plans of reorganization or other activities consistent with the purposes of Chapter 11 (collectively, the "Chapter 11 Matters").

The Client Entities acknowledge and agree that Winston & Strawn LLP is not being retained to advise, represent, or provide legal services to the Client Entities with respect to any matters other than the Workout and Restructuring Matters and the Chapter 11 Matters (collectively, the "Engagement Matters"), or as may be agreed to hereafter in writing.

We will act upon instructions received from the duly authorized representatives of the Client Entities. As set forth above, we do not, and will not, represent, inter alia, any trustee, officer, director, equity holder, or general partner of the Client Entities. However, we caution that trustees, officers, directors, equity holders, and general partners of a business enterprise (including the Client Entities) that fails to pay or collect certain taxes, such as withholding taxes and, in many states, sales and excise taxes, whether accrued before or after the commencement of a bankruptcy case, may have personal liability for such taxes and, in some cases, substantial penalties. Also, while we do not represent any trustee, officer, director, general partner, equity holder, or employee of the Client Entities, we caution that some court cases and state and federal regulations may expose such persons to individual liability for unpaid employee wages and salaries.

We have advised you that the outcome of the Engagement Matters may depend on many factors and circumstances that are beyond our mutual control and that we cannot make, and have not made, any promises or guarantees concerning results.

2. Fees: Although I will be the attorney primarily responsible for this engagement, portions of the work will be performed by other firm attorneys and legal assistants, as necessary. My current hourly rate is \$875. Our current hourly rates for partners range from \$650 to \$1,395; for associates, from \$450 to \$725; and for legal assistants, from \$140 to \$525. Our billing rates are subject to adjustment from time to time, usually in January of each year.

3. Costs: In addition to our fees, our statements will include allocable charges for costs and expenses incurred in performing our services, such as printing and reproduction services, mail, messenger and delivery services, computerized research, travel (including mileage, parking, airfare, lodging, meals, taxi or car rental), telephone, facsimile or data transmission, secretarial and support staff overtime (when necessitated by the client's work), court costs and filing fees and other litigation support services, such as document scanning,

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coding and printing. The Client Entities will promptly reimburse the firm for all costs that we incur and bill in this matter.

Arrangements may be made with the Client Entities for certain expenses to be billed directly to the Client Entities (such as the fees charged by certain consultants and expert witnesses, court reporters' charges, outside claims administrators, expenses of mailing notices to creditors, and the fees and expenses of any trustee and professionals engaged for any claimants' trust fund). We will not be responsible for paying such outside contract services.

4. Advance Fees and Payments: At the outset of our representation, you will remit to us \$35,000 as an advance payment retainer to the account identified on Exhibit A. The advance payment will become the property of Winston & Strawn LLP, be placed in our operating accounts, and be fully earned upon receipt as payment for the commitment to provide legal services to the Client Entities regarding the Engagement Matters in the future. We will set off our fees and expenses against the advance payment and send you a statement reflecting that setoff in each period in which there is activity on your account. If your credit balance falls below \$25,000, we will so advise you and you will replenish the balance to \$35,000 within one business day. When the Client Entities have funds to do so, the retainer will be increased to \$75,000 and the threshold for replenishment to \$60,000. We are requiring this advance payment because any payments to the firm not applied prior to the filing date of a potential Chapter 11 Case will be treated as an additional advance fee for services during the case, as described further below. In the event that commencement of a Chapter 11 Case becomes necessary, it will be especially important that the firm not be, a creditor of the Client Entities. Under certain provisions of title 11 of the United States Code (the "Bankruptcy Code"), as interpreted by some courts, a professional who is a creditor or who has received a delayed payment may be disqualified from representation of the debtor entity. This is one of the reasons that professional firms that represent entities that may or intend to seek relief under Chapter 11 of the Bankruptcy Code require advance fees for their services.

Notwithstanding payment of the advance fee, the Client Entities shall remain liable to the firm for all amounts owed to the firm pursuant to the terms of this engagement letter. Upon the termination of the firm's representation of the Client Entities, any excess advance fee held by the firm will be refunded to the Client Entities after the payment of all outstanding fees and the reimbursement of all expenses.

The advance fee does not represent an estimate of the total fees that will be incurred in the Engagement Matters, and this will confirm that no such estimate has been provided. The total amount of fees and costs will vary depending on circumstances.

5. Billing and Payment: The firm will provide the Client Entities with periodic statements of the fees and costs that have been incurred. The Client Entities agree that we may apply all or any portion of the advance payment or credit balance against the firm's outstanding fees and expenses at any time and that we will notify you when we have done so.

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The Client Entities will pay currently all fees and expenses not covered by the advance fee, if any.

6. Reorganization Case: We have discussed certain circumstances that might make it appropriate for the Client Entities to seek relief by commencement of a case under the Bankruptcy Code. If one or more of the Client Entities commence a case under the Bankruptcy Code, our ongoing employment by such Client Entities will be subject to the approval of the Bankruptcy Court with jurisdiction over such case. We will modify the terms and conditions of our engagement described above if necessary to comply with the requirements of the Bankruptcy Code and applicable rules, including any orders of the Bankruptcy Court. In anticipation of such filings, the firm will undertake a comprehensive conflicts check with respect to creditors and major parties in interest in the potential Chapter 11 case, subject to receipt of such information as we may request in such regard.

For the reasons described in paragraph 4 above, any advance fee or credit balance held by Winston & Strawn LLP immediately prior to the filing of a Chapter 11 Case will be deemed to have been applied to, and offset and recouped against, payment of all our unpaid fees and costs accrued prior to the filing of the Chapter 11 Case, whether or not the Client Entities have received an invoice for such amounts before the case filing. Any remaining credit balance after application of all fees and expenses accrued before the bankruptcy filing will be treated as an advance fee for services to be performed during the Chapter 11 Case, subject to Bankruptcy Court approval as follows: Our fees and expenses incurred after filing of any Chapter 11 Case will be paid by the bankruptcy estate in the bankruptcy case, but only upon proper application, with opportunity to object, and entry of Bankruptcy Court orders which may approve, and/or authorize the payment of, our fees and expenses on an interim or final basis. Our fees and costs will comply with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, the Local Rules for the District in which the bankruptcy case is pending, and the guidelines of the United States Trustee, except as the Bankruptcy Court may otherwise order.

7. Communications: To enable us to render services effectively, the Client Entities agree to disclose all relevant facts and keep us apprised of significant developments relating to this representation, to cooperate with our attorneys, and to be available to attend meetings and other conferences as necessary. However, it is in the best interests of the Client Entities to preserve the confidentiality of all communications with our firm. The Client Entities should also be aware that, under applicable law, in the event a bankruptcy trustee or examiner is appointed in a Chapter 11 case or in a superseding Chapter 7 case, such trustee or examiner may, on behalf of the Client Entities, waive the attorney-client privilege as to otherwise privileged communications between our firm and the representatives of the Client Entities.

8. Client Documents: We will maintain any necessary documents (including any electronic copies) relating to this matter in our client files. At the conclusion of the matter (or earlier, if appropriate), it is your obligation to advise us as to which, if any, of the documents in our files you wish us to make available to you. These documents will be delivered to you within a reasonable time after receipt of payment for outstanding fees and costs, subject to

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applicable rules of attorney conduct. We will retain any remaining documents in our files for a certain period of time, after which we will destroy them in accordance with our record retention program.

9. Waiver and Agreement With Respect to Other Clients: Winston & Strawn LLP is a large law firm and represents many other companies and individuals, some of whom may do business with the Client Entities. Among the clients we represent are numerous financial and banking institutions and other large enterprises, including investment banks, broker-dealers, investment advisors, investment companies, and software companies. In particular, we have informed you that Winston & Strawn LLP currently represents Wells Fargo Bank N.A. and Medley Capital Corporation (collectively, the "Financing Banks") in unrelated matters. The firm has not represented and does not represent any of the Financing Banks in connection with the Client Entities. Each of the Financing Banks either has consented or will be requested to consent, as necessary, to the firm's representation of the Client Entities, subject to all applicable rules of professional conduct and the agreement of the firm and the Client Entities that the firm will not represent the Client Entities in any subsequent litigation with the Financing Banks arising out of the credit facilities provided by the Financing Banks to the Client Entities. By executing this engagement letter, the Client Entities consent to this condition of our engagement.

As stated above, in connection with any potential Chapter 11 case, the firm will conduct a further and comprehensive conflicts check upon the provision of pertinent information and will update these disclosures, seek waivers as necessary or take such other action as appropriate, including modification of the terms of this engagement.

As a condition to our acceptance of this engagement, the Client Entities have also agreed that our firm may continue to represent or may undertake in the future to represent existing clients of the firm or new clients in any matter that is not substantially related to our work for the Client Entities, if the interests of such clients in those other matters are not directly adverse to the Client Entities. We further agree that in the event of such other representations, sensitive, proprietary or other confidential information of a non-public nature concerning the Client Entities acquired by us as a result of our representation of the Client Entities will not be transmitted to our lawyers who may become involved in such other matters for such other clients.

In the event that, with respect to our engagement, a conflict were to develop between the Client Entities and any of our other clients, we may not be able to represent the Client Entities against any such other clients. The Client Entities understand that, if a dispute arises between the Client Entities and any other client of our firm which is directly related to the matters in which we represent the Client Entities, we may discuss with you the engagement of another law firm as special conflict counsel to represent the Client Entities with respect to such dispute.

10. Joint Representation Agreement and Waiver: Each of the Client Entities is entitled to be represented by separate counsel in the Engagement Matters, but we recognize

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that there are considerations of cost as well as strategic advantages for each of the Client Entities in being jointly represented by the firm. Winston & Strawn LLP is willing to undertake such multiple representation so long as the following terms and conditions are understood and agreed to by each of the Client Entities:

Each respective Client Entity waives any objection to, or any possible conflict in, our joint representation of each other Client Entity in the Engagement Matters, and each consents to our joint representation of the Client Entities in the Engagement Matters.

Each respective Client Entity acknowledges and agrees that communications between Winston & Strawn LLP and any or all of the Client Entities concerning the Engagement Matters will be treated by us as confidential and not disclosed to anyone other than the two of you without your consent or as otherwise provided by law. Each respective Client Entity further acknowledges and agrees that whatever communications or information Winston & Strawn LLP receives from any one or more of you concerning the Engagement Matters will be shared with each of you as we deem appropriate. In particular, if we receive material information about any one of you from one of the others that we believe another Client Entity should have in order to make decisions regarding their individual interests, we will share that information.

Each respective Client Entity acknowledges and agrees that there exists the possibility that a conflict of interest may arise in the course of the multiple representation by Winston & Strawn LLP. Each respective Client Entity acknowledges and agrees that in the event a conflict of interest arises regarding the multiple representation by Winston & Strawn LLP, then we may withdraw from the representation of the client who has created the conflict (the "conflicted client") and may continue to represent the other client or clients. In such event, the conflicted client understands that it would be responsible for obtaining its own legal representation and for the cost of that representation.

Each respective Client Entity acknowledges and agrees that if Winston & Strawn LLP withdraws as one or more of their attorneys, we may continue to represent the other remaining clients, even if such representation is contrary to the interests of the conflicted client. Moreover, in the unlikely event that you commence litigation against one another regarding the subject of the joint representation, you each understand that our advice to you and our prior communications with each of you during the joint representation may not be shielded from disclosure in such litigation. Finally, in the event a conflict of interest arises regarding the multiple representation by Winston & Strawn LLP, a court may nevertheless disqualify us from continuing our representation of any of you, notwithstanding the terms of this Agreement. We are advising you of these possibilities solely to comply with our ethical requirements and are not suggesting that you may have claims against one another.

11. Affiliate Waiver: For all matters which you may, from time to time, request our assistance, unless otherwise agreed in writing, Winston & Strawn LLP's clients will be each of the Client Entities and not any parents, subsidiaries, or affiliates of the Client Entities. Each Client Entity acknowledges and agrees that it is a separate entity from its respective parent,

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subsidiaries and affiliates for conflicts of interest purposes and that our representation of the Client Entities does not give rise to an attorney-client relationship for conflicts of interest purposes with any parent, subsidiary or affiliates of the Client Entities. Each Client Entity further acknowledges that Winston & Strawn LLP may have in the past represented, currently represent, or in the future represent, other clients whose interests are adverse to the respective parent, subsidiaries or affiliates of the Client Entities and that such representations by Winston & Strawn LLP will not give rise to a conflict of interest with any Client Entity. Each Client Entity also agrees that during the course of Winston & Strawn LLP's representation of the Client Entities, they will not provide to Winston & Strawn LLP any confidential information regarding their respective parents, subsidiaries or affiliates.

12. Client-Created Guidelines for Outside Counsel: To the extent that the Client Entities have established their own legal retention agreements, billing policies and/or guidelines for outside counsel (collectively, "Guidelines"), the Client Entities agree that the terms and conditions of this engagement letter will control unless Winston & Strawn LLP specifically agrees to the terms of the Guidelines in writing.

13. Termination of Representation: A client has the right at any time to terminate our services and representation upon written notice to the firm. Such termination shall not, however, relieve the client of the obligation to pay for all services already rendered, including work in progress and remaining incomplete at the time of termination, and to pay for all expenses incurred on behalf of the client through the date of termination.

We reserve the right to withdraw from our representation, if, among other things, the Client Entities fail to honor the terms of the engagement letter or fail to cooperate or follow our advice on a material matter, or if any fact or circumstance would render our continued relationship unlawful or unethical or would otherwise authorize such termination, subject to applicable rules of professional conduct. In the event that we terminate this engagement, we will take such steps as are reasonably practicable to protect your interests in the above matter, and you agree that the Client Entities will take all steps necessary to free us of any obligation to perform further, including the execution of any documents or pleadings necessary to perfect our withdrawal, and further that we will be entitled to be paid for all services rendered and costs or expenses incurred on behalf of the Client Entities through the date of withdrawal. If you so request, we will suggest to you possible successor counsel and provide you with whatever documents you have provided to us. If permission for withdrawal is required by a court, we will promptly apply for such permission, and you agree to engage successor counsel to represent the Client Entities. The right to withdraw from a representation may be limited by the applicable rules of professional conduct and by court decisions preventing a lawyer from withdrawing from an on-going representation. Termination of our engagement or our election to withdraw from the representation shall not affect the validity of the waivers set forth above concerning other existing or future representations or matters for other clients of this firm.

14. Limited Reimbursement for Fees and Expenses: Lawyers sometimes are subpoenaed or sued by third parties because of actions they take on behalf of their clients or in

June 28, 2016

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connection with the representation. Accordingly, if we are sued by a third party or subpoenaed in connection with a third-party lawsuit or legal proceeding, as a result of acting on your behalf or in connection with this representation, the Client Entities agree to pay our hourly rates and reasonable expenses for appearing or participating in the litigation or discovery in order to defend or explain actions taken on your behalf or in connection with such representation. Nothing in the foregoing, however, shall be construed as a limitation on the firm's liability to the Client Entities for the firm's fiduciary duties to the Client Entities or their bankruptcy estates, or for the firm's malpractice, because such a limitation might violate the applicable rules of professional conduct or other obligations we have to the Client Entities and/or the bankruptcy estates.

[Remainder of this page intentionally left blank]



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Kindly indicate your acceptance of the terms of this letter on behalf of the Client Entities by signing and returning it. If you have any questions, please call us.

We appreciate the opportunity to be of service and look forward to working with you.

Very truly yours,

Winston & Strawn LLP

Daniel J. McGuire

ACCEPTED AND AGREED:

UNITED ROAD TOWING, INC.

URS WEST, INC.

By:

By:

Its: VICE PRESIDENT

Its: VICE PRESIDENT

CITY TOWING, INC.

BILL & WAG'S TOWING

By:

By:

Its: VICE PRESIDENT

Its: VICE PRESIDENT



North America Europe Asia

35 W. Wacker Drive  
Chicago, IL 60601  
T +1 312 558 5600  
F +1 312 558 5700

**Exhibit A**

**For Wire Transfers/ACH Payments**

BMO Harris Bank N.A. – Chicago, Illinois  
ABA/Routing Number: 071 000 288  
Account Number: 449-675-8  
Account Name: Winston & Strawn LLP  
SWIFT Code: HATRUS44 (International Wires)  
Please reference invoice/client matter number.

**EXHIBIT 2****Potential Parties-In-Interest**

<b>Schedule</b>	<b>Description</b>
1(a)	Current and Former Directors and Officers
1(b)	Agents and Indenture Trustees
1(c)	Beneficiaries of Letters of Credit
1(d)	Bondholders and Lenders
1(e)	Counterparties to Significant Leases and Executory Contracts
1(f)	Equity Holders
1(g)	Insurers
1(h)	Professionals
1(i)	Regulatory Authorities
1(j)	Significant Litigation Counterparties
1(k)	Significant Unsecured Creditors/Significant Vendors
1(l)	Surety Bonds
1(m)	Taxing Authorities
1(n)	U.S. Trustee, Judges, and Court Contacts
1(o)	Utilities

***Schedule 1(a) – Current and Former Directors and Officers***

Gerald J. Corcoran  
Patrick Fodale  
Michael Mahar  
Joel Braverman  
Thomas Tedford III  
Edward Arensforf  
Douglas Harff  
George Bergeron  
Ryan Davids  
Gary Kessler  
John Shoemaker  
Robert Levine  
Edward V. Corcoran  
James Shevlet  
Brooke Hayes  
Steven Smith  
Grand D. MacQuiklan  
W David Parker

***Schedule 1(b) – Agents and Indenture Trustees***

Wells Fargo Bank, National Association  
Medley Capital Corporation

***Schedule 1(c) – Beneficiaries of Letters of Credit***

ACE American Insurance n/k/a Chubb

***Schedule 1(d) Bondholders and Lenders***

Wells Fargo Bank, National Association  
Medley Capital Corporation

***Schedule 1(e) – Counterparties to Significant Leases and Executory Contracts***

142 Mystic, Inc.  
4100 Cheyenne, LLC  
50 Mystic Avenue, LLC  
AKAC Properties, LLC  
Ammon Properties, LLC  
Avenida Encinas LLC  
Brian Boomsma and Pete Lindemulder  
Broadway Investments, Inc.  
Building Number Sixteen, LLC  
Building Number Twenty-Six, LLC

Challenge Investment Group, LLC  
City of San Antonio  
Cynthia J. Maiorano  
Daniel P. Lagone and Cynthia A. Lagone  
Donald L. & Charlotte O. Wilson Family Trust  
Garvin W. Robertson & Rita L. Robertson  
Gregory R and Lisa K Baker Trs of the Baker Trust  
Industrial Number Sixteen, LLC  
Jared Gruett  
Jared Gruett and Pete Olson  
John and Sharon Lewis  
Joseph S. Perry and Cynthia L. Perry  
L. William and Muriel Goldojarb 1988 Revocable Trust  
Landscapes USA  
Laraway Center LLC  
LBJ Concourse Office Partner, LP  
Lucky Star Properties LLC  
Mark Chapparone and Deborah Chapparone  
Metropolitan Government of Nashville  
Mobile Facilities of IL, Inc.  
Municipal Investor Group, LP  
Parcel D, LLC and Industrial Parcel D, LLC  
Paul Beagle and Adelle Beagle  
Pete Olson and Deborah Olson  
Reynland Properties, Inc.  
State of Texas acting through the Texas Department of Transportation  
SWG Properties, LLC  
The Berry Trust  
The Corcoran Family Trust  
Towrite, Inc.  
Tuch Metals  
Victoria Lynne O'Connor-Boden

***Schedule 1(f) – Equity Holders***

Medley Capital Corporation  
Milestone Partners II, L.P.  
Milestone Partners II, L.P. 2  
Beall III Family LP  
Conifer Partners I, LLC  
Durham Capital, LLC  
H. Fred Levine and Velva G. Levine JT  
Jeffrey M. Kalan Revocable Trust  
Shoemaker Joint Venture, LLC  
CMP/URT Holdings, LLC  
Legg Mason SBIC Mezzanine Fund, L.P.  
David Beall  
Patrick J. Fodale

Richard D. Jaquith  
Thomas M. Hagerty  
Gerald Corcoran  
Michael Mahar

***Schedule 1(g) – Insurers***

Berkshire Hathaway Homestate Companies  
National Liability & Fire Insurance Co.  
Lexington Insurance Company  
Ace American Insurance Co.  
Zurich American Insurance Co.  
Illinois Union  
Endurance American Specialty  
Chubb  
City of Minneapolis  
City of North Las Vegas  
City of Saint Paul  
City of San Antonio  
Commonwealth of Massachusetts  
Endurance American Specialty  
Federal Motor Carrier  
Illinois Union  
Indian Harbor Insurance Co.  
Las Vegas Metropolitan Police Dept.  
Massachusetts Department of Transportation  
Massachusetts Turnpike Authority  
Nevada Department of Taxation  
Oregon DOT  
State of California  
State of Nevada  
Vehicles, Occupational & Business Licensing Section  
Western Surety Company

***Schedule 1(h) – Professionals***

Winston & Strawn LLP  
Getzler Henrich & Associates LLC  
Young Conaway Stargatt & Taylor, LLP  
SSG Capital Advisors, LLC  
AMT Auction Marketing LLC  
Law Office of Bernard F. Crotty, P.C.  
Rene Bates Auctioneers  
Jackson Lewis P.C.  
Douglas Troiani  
M. Edward Lopez  
David Tauro

Toschi, Sidran, Collins & Doyle  
BKD LLP  
Suloway & Hollis P.L.L.C.  
Chadwick & Stone, LLP  
DK Law Group, LLP

***Schedule 1(i) – Regulatory Authorities***

Internal Revenue Service  
Office of the United States Attorney  
Office of the United States Trustee  
Secretary of the Treasury  
Securities & Exchange Commission  
U.S Attorney's Office

***Schedule 1(j) – Significant Litigation Counterparties***

IncidentClear, LLC  
Bergeron, George  
Davids, Ryan  
First Service Credit Union

***Schedule 1(k) – Significant Unsecured Creditors/Significant Vendors***

24 Hr Wrecker  
A & N Towing and Transport  
A.B. Collier Wrecker Service, LLC  
A1 Easy Towing  
Advanced Towing Inc.  
AL & Y Towing  
Alamo1  
All Data  
All Day Towing LLC  
Always Towing  
AmeriQuest Transportation Service  
Angel Rios Towing  
Anthony Cantrell d/b/a One Stop, One Step  
Apollo Delivery & Wrecker Services, Inc.  
Bailey's Wrecker Service  
Banneker Energy, LLC  
Barcode Applications, Inc.  
Black & White Garage, Inc.  
Black Dog Petroleum  
Brad's Tire, Inc.  
Brown's Wrecker Service

CAARS, Inc.  
California Highway Patrol  
Canon Cochran Management Services, Inc.  
Carson Tire Service, Inc.  
Carter's Service Center  
Chapmans Wrecker Service  
Chemex of Northern IL, Inc.  
Chicago Tire, Inc.  
Clark & Howard Tow  
Classic Towing  
Clean Energy  
Comlink Wireless, Inc.  
Compulink Management Center, Inc.  
Crown Towing  
D&W Towing & Recovery  
Dad's Towing Service, Inc.  
Dallas Discount Towing LLC  
Daniels Printing & Office Supply  
Danyer Towing  
Donelson Wrecker Service  
E&G Towing  
Ewing Bros. Inc.  
EZ-Pass  
FGI Incorporated  
Fleet Pride  
Fleet Technology & Maintenance  
G&E Sales Corporation  
Galpin Motors, Inc.  
Haddick Towing, Inc.  
Hamblen's Wrecker Service  
Hillwood Wrecker Service  
Hollis Towing  
Howard Sommers Towing, Inc.  
IMOTOWED Ent, d/b/a Richard's Towing  
J Duque Towing  
J&S Towing  
J&S Towing & Recovery, Inc.  
JMT Towing  
Jody Wade Enterprises, LLC dba Big Daddys  
Joe's Towing  
Katrina Towing  
Kenworth (AmeriQuest)  
Lara's Towing Service  
Larry's Towing  
Las Vegas Executives Assoc.  
LED Transport  
Lightning Towing



Logistical Solutions  
Lucky Transport  
Luxury Towing  
M & M Auto and Diesel  
Marron Towing  
Martin's Wrecker Service  
Maters Transportation  
McAllister Equipment Co.  
McIntyre Truck & Trailer Casa View  
Mederos Transport  
Michelin (AmeriQuest)  
Midwest Towing & Recovery  
Mike's Custom Towing  
Miller Industries Towing  
Mission Wrecker Service Sa, Inc.  
Mitchell's West Nashville Wrecker Service  
Mortons Flying J Travel Plaza  
N&N Towing  
Norge Towing  
Omnitracs  
Pablo Quintero Towing  
Pajak's Towing  
Parking Lot Services  
Pat's Towing  
Patrick Schmidt Hauling and Recycling  
Perm A Seal, Inc.  
Purchase Power  
Quick Silver Towing, Inc.  
Quilez & Associates  
Quimex, Inc.  
R&B Towing  
RJ Young Company  
Road Master dba Cotton's Towing  
Road Master dba Tow Pro, Inc.  
Romco Equipment Co., LLC  
SAMORA TOWING  
Sanchez Paving, Co.  
Sandy's Auto and Truck Service  
Secure-24  
Smith's Wrecker Service  
Southern Tire Mart, LLC  
Stevens Automotive Transport  
Sun Pass  
T&T Business Systems  
Teletrac  
Ten-West Towing  
Texas Roadside Service(s)

The Towing Management Solutions LLC  
Three D Towing  
Toll Transport  
Tommy's Wrecker Service, Inc.  
Tow Exchange  
Tow Masters  
Towing Specialists Inc. dba Swanny & McDonald  
Tropical Towing  
TX Tow Corp dba Texas Towing  
Tyler Boy Wrecker Service  
UniFirst Corporation  
US Tow, Inc.  
Valero & P Towing  
Vinitsky Consulting, Inc.  
Wolf's Towing & Auto Repair  
Worldwide Equipment Sales, LLC  
Wrecker Express Transportation, Inc.  
Xcira LLC  
Yaniel Garcia  
Yuniel Towing

***Schedule 1(l) – Surety Bonds and Obligees***

City of Minneapolis  
City of Minneapolis  
City of North Las Vegas  
City of Saint Paul  
City of San Antonio  
Commonwealth of Massachusetts  
Federal Motor Carrier Safety Administration  
Las Vegas Metropolitan Police Dept.  
Massachusetts Department of Transportation  
Massachusetts Turnpike Authority  
Nevada Department of Taxation  
Nevada Dept. of Vehicles, Occupation & Business Licensing Section  
Oregon DOT, Motor Carrier Transportation Branch  
Platte River Insurance Company  
Ramsey County  
State of California, Department of Motor Vehicles  
State of Nevada

***Schedule 1(m) – Taxing Authorities***

Arizona Dept. of Revenue  
Arkansas Dept. of Revenue  
Board of Equalization California  
California Dept. of Revenue  
Charlotte Wilson (property taxes)

City of Los Angeles  
Cindy Maiorano (property taxes)  
City of Medford  
City of San Antonio  
Clark County  
Colorado Dept. of Revenue  
Connecticut Dept. of Revenue  
Collin County, TX  
Cook County Treasurer  
Dallas County, TX  
Davidson County  
Dean Daily (property taxes)  
Dept. of Treasury  
Florida Dept. of Revenue  
Franchise Tax Board California  
Hennepin County  
Illinois Dept. of Revenue  
Indiana Dept. of Revenue  
IRS  
Kansas Dept. of Revenue  
Kenneth Maun Collin County  
Kentucky Dept. of Revenue  
Los Angeles County, CA  
Los Angeles Tax Collector  
Massachusetts Dept. of Revenue  
Michael Terry Lloyd (property taxes)  
Michigan Dept. of Revenue  
Minnesota Dept. of Revenue  
Nevada Dept. of Revenue  
New Mexico Dept. of Revenue  
New York Dept. of Revenue  
Ramsey County  
Ron Wright Tarrant County  
San Bernardino County  
SBC Tax Collector  
Secretary of State (all states)  
State of Arkansas  
State of Colorado  
State of Delaware  
State Treasurer  
Tarrant County  
Tennessee Dept. of Revenue  
Texas Dept. of Revenue  
Town of Glastonbury Connecticut  
Van Nuys Airport  
Village of Mokena  
Will County Treasurer

Wisconsin Dept. of Revenue

***Schedule 1(n) – U.S. Trustee, Judges, and Court Contacts***

Brendan L. Shannon  
Kevin J. Carey  
Kevin Gross  
Laurie Selber Silverstein  
Christopher S. Sontchi  
Mary F. Walrath  
Una O’Boyle  
T. Patrick Tinker  
Lauren Attix  
David Buchbinder  
Linda Casey  
Natalie Cox  
Holly Dice  
Shakima L. Dortch  
Timothy J. Fox, Jr.  
Diane Giordano  
Christine Green  
Benjamin Hackman  
Jeffrey Heck  
Mark Kenney  
Jane Leamy  
Hannah M. McCollum  
James R. O’Malley  
Michael Panacio  
Juliet Sarkessian  
Richard Schepacarter  
Edith A. Serrano  
Karen Starr  
Ramona Vinson  
Michael West  
Dion Wynn

***Schedule 1(o) – Utilities***

Amerigas  
Artesia Springs  
AT&T  
AT&T Long Distance  
AT&T Mobility  
Atmos Energy  
Birch Telecom  
Burtec Waste Industries, Inc.  
Centerpoint Energy

Century Link  
City N. Las Vegas Finance Dept.  
City of Chicago Heights  
City of Dallas Utilities & Services  
City of Markham  
City of Plano Utilities  
City of Pomona  
City of Redlands  
Comcast  
ComEd  
Cortez Liquid Waste Services, Inc.  
Cox Communications Inc.  
DIRECTV  
Dish Network  
Eversource  
Frontier  
Ft. Worth Water Department  
Groot Industries  
Homewood Disposal  
Hudson Energy Services LLC  
L.A. DWP  
Level (3) Communications LLC  
MCI Telecom  
Metro Water Services  
Minneapolis Finance Dept.  
Mission Valley Sanitation  
Nashville Electric Service  
National Grid  
NIC Technologies (DOT)  
Nicor Gas  
NV Energy  
Ontario Municipal  
Pacific Telemanagement  
Paetec Communications  
POPP Communications  
Professional Wireless Communications  
Progressive Waste Solutions of TX, Inc.  
Republic Services  
Republic Services #794  
Republic Services of S. Nevada  
Saint Paul Regional Water Services  
Southern California Edison Co.  
Sparkletts  
Spring  
Telepacific Communications  
The Gas Company  
Time Payment Corp.

Time Warner Cable  
Time Warner Cable Inc.  
Tri-State Disposal, Inc.  
TXU Electric  
Verizon  
Verizon, Co.  
Village of Glenwood Water Dept.  
Walters Recycling and Refuse  
Waste Management  
Waste Management  
Waste Management – Sun Valley  
Xcel Energy  
XO

**EXHIBIT C**

**Rule 2016 Statement**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

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<b>In re</b>	:	Chapter 11
	:	
	:	Case No. 17-10249 (LSS)
<b>UNITED ROAD TOWING, INC. et al.,</b>	:	
	:	Jointly Administered
<b>Debtors.<sup>1</sup></b>	:	
	:	

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**STATEMENT OF WINSTON & STRAWN LLP  
UNDER RULE 2016 OF THE FEDERAL RULES OF BANKRUPTCY  
PROCEDURE AND SECTION 329 OF THE BANKRUPTCY CODE**

1. Winston & Strawn LLP (“Winston”), pursuant to Rule 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), Rule 2016-1 of the Local Rules of Bankruptcy Practice and Procedure for the United States Bankruptcy Court of the District of Delaware (the “Local Rules”), and section 329 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “Bankruptcy Code”), states that the undersigned is proposed bankruptcy counsel for the above-captioned debtors and debtors in possession (collectively, the “Debtors”) in these chapter 11 cases.

2. Compensation agreed to be paid by the Debtors to Winston is to be for legal services rendered in connection with these chapter 11 cases. The Debtors have agreed to pay Winston at the firm’s standard hourly rates for the legal services rendered or to be rendered on the Debtors’ behalf in connection with these cases by Winston’s various attorneys and

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1 The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: United Road Towing, Inc. (6962); URT Holdings, Inc. (8341); City Towing Inc. (2118); URS West, Inc. (3518); Bill & Wag’s, Inc. (3518); Export Enterprises of Massachusetts, Inc. (5689); Pat’s Towing, Inc. (6964); Keystone Towing, Inc. (6356); Ross Baker Towing, Inc. (9742); URT Texas, Inc. (3716); Mart-Caudle Corporation (1912); Signature Towing, Inc. (3054); WHW Transport, Inc. (3055); URS Southeast, Inc. (7289); URS Northeast, Inc. (7290); URS Southwest, Inc. (7284); Fast Towing, Inc. (5898); E&R Towing & Garage, Inc. (8500); Sunrise Towing, Inc. (7160); Ken Lehman Enterprises Inc. (1970); United Road Towing of South Florida, Inc. (9186); Rapid Recovery Incorporated (1659); United Road Towing Services, Inc. (2206); Arri Brothers, Inc. (7962); Rancho Del Oro Companies, Inc. (3924); CSCBD, Inc. (2448); URS Leasing, Inc. (9072); UR VMS LLC (4904); UR Vehicle Management Solutions, Inc. (0402). The Debtors’ mailing address is c/o United Road Towing, Inc., 9550 Bormet Drive, Suite 301, Mokena, Illinois 60448.



paralegals. The Debtors have also agreed to reimburse Winston for its actual and necessary expenses incurred in connection with these chapter 11 cases.

3. Winston was retained by the Debtors pursuant to the Engagement Agreement. In accordance with the Engagement Agreement, Winston received a retainer in the amount of \$100,000.00 (as supplemented, the “Retainer”) over the course of three payments, and received replenished retainer funds as follows, prior to the commencement of these Chapter 11 Cases:

<b>Date</b>	<b>Amount</b>	<b>Check/Wire</b>
7/16/2016	\$35,000.00	Check
7/14/2016	\$25,000.00	Check
7/15/2016	\$40,000.00	Check
11/1/2016	\$47,960.10	Check
12/16/2016	\$25,527.08	Check
1/19/2017	\$50,300.83	Check
1/24/2017	\$50,000.00	Check
2/2/2017	\$61,138.81	Wire
2/3/2017	\$50,000.00	Wire

4. The Retainer was provided in connection with the planning and preparation of initial documents and its proposed postpetition representation of the Debtors. Since Winston was retained by the Debtors, the following invoices have been paid:

<b>Payment Date</b>	<b>Amount</b>	<b>Invoice Date</b>	<b>Retainer Balance</b>
9/29/2016	\$47,960.10	9/29/2016	\$52,039.90
12/12/2016	\$25,527.08	12/12/2016	\$74,472.92
1/11/2017	\$50,300.83	1/11/2017	\$49,699.17
1/24/2017	\$45,552.80	1/24/2017	\$54,447.20
1/31/2017	\$61,138.81	1/31/2017	\$43,308.39
2/3/2017	\$52,776.50	2/3/2017	\$51,670.70
2/5/2017	\$44,471.00	2/5/2017	\$57,199.70

5. Winston will hold the balance of the Retainer in the amount of \$57,199.70 as a general retainer as security for postpetition services and expenses.

6. Within the year prior to the Petition Date, Winston has received no other payments from the Debtors on account of services rendered or to be rendered in contemplation of or in connection with these chapter 11 cases.

7. Winston will seek approval of payment of compensation upon its filing of appropriate applications for allowance of compensation pursuant to sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any applicable orders of the Court.

8. All filing fees in these chapter 11 cases have been paid in full.

9. The services to be rendered include all those services set forth in the *Debtors' Application for an Order Authorizing the Retention and Employment of Winston & Strawn LLP as Counsel for the Debtors, Nunc Pro Tunc to the Petition Date*.

10. Winston further states that it 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 partners, counsel, and associates of Winston, or (b) any compensation another person or party has received or may receive.

[signature page to follow]

Dated: February 13, 2017  
Chicago, Illinois

WINSTON & STRAWN LLP

/s/ Daniel J. McGuire

Daniel J. McGuire  
(admitted *pro hac vice*)  
Grace D. D'Arcy  
(admitted *pro hac vice*)  
35 West Wacker Drive  
Chicago, Illinois 60601  
Telephone: (312) 558-5600  
Facsimile: (312) 558-5700

Carrie V. Hardman  
(admitted *pro hac vice*)  
200 Park Avenue  
New York, NY 10166  
Telephone: (212) 294-6700  
Facsimile: (212) 294-4700

*Proposed Counsel for Debtors and  
Debtors in Possession*

**EXHIBIT D**

**Mahar Declaration**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

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<b>In re</b>	:	Chapter 11
	:	
	:	Case No. 17-10249 (LSS)
<b>UNITED ROAD TOWING, INC. et al.,</b>	:	
	:	Jointly Administered
<b>Debtors.<sup>1</sup></b>	:	
	:	

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**DECLARATION OF MICHAEL J. MAHER IN SUPPORT OF THE DEBTORS’  
APPLICATION FOR AN ORDER AUTHORIZING THE RETENTION AND  
EMPLOYMENT OF WINSTON & STRAWN LLP AS COUNSEL TO THE DEBTORS,  
NUNC PRO TUNC TO THE PETITION DATE**

Pursuant to 28 U.S.C. § 1746, I, Michael J. Maher, hereby submit this declaration (this “Declaration”) under penalty of perjury:

1. I am the Chief Financial Officer of United Road Towing, Inc., a Delaware limited liability company (“URT”), one of the above-captioned debtors and debtors in possession (collectively, the “Debtors”).

2. I submit this Declaration in support of the *Debtors’ Application for an Order Authorizing the Employment and Retention of Winston & Strawn LLP* (“Winston” or the “Firm”) as Counsel to the Debtors, Nunc Pro Tunc to the Petition Date (the “Application”).<sup>2</sup> Except as otherwise noted, all facts in this Declaration are based on my personal knowledge of the matters set forth herein, information gathered from my review of relevant documents, and

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<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: United Road Towing, Inc. (6962); URT Holdings, Inc. (8341); City Towing Inc. (2118); URS West, Inc. (3518); Bill & Wag’s, Inc. (3518); Export Enterprises of Massachusetts, Inc. (5689); Pat’s Towing, Inc. (6964); Keystone Towing, Inc. (6356); Ross Baker Towing, Inc. (9742); URT Texas, Inc. (3716); Mart-Caudle Corporation (1912); Signature Towing, Inc. (3054); WHW Transport, Inc. (3055); URS Southeast, Inc. (7289); URS Northeast, Inc. (7290); URS Southwest, Inc. (7284); Fast Towing, Inc. (5898); E&R Towing & Garage, Inc. (8500); Sunrise Towing, Inc. (7160); Ken Lehman Enterprises Inc. (1970); United Road Towing of South Florida, Inc. (9186); Rapid Recovery Incorporated (1659); United Road Towing Services, Inc. (2206); Arri Brothers, Inc. (7962); Rancho Del Oro Companies, Inc. (3924); CSCBD, Inc. (2448); URS Leasing, Inc. (9072); UR VMS LLC (4904); UR Vehicle Management Solutions, Inc. (0402). The Debtors’ mailing address is c/o United Road Towing, Inc., 9550 Bormet Drive, Suite 301, Mokena, Illinois 60448.

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Application.

information supplied to me by other members of the Debtors' management and the Debtors' advisors.

3. The Debtors selected Winston as bankruptcy counsel because of the Firm's extensive knowledge, expertise, and experience in the field of debtors' and creditors' rights and business reorganizations under chapter 11 of the Bankruptcy Code. Winston's knowledge, expertise, and experience practicing before the Court will enable the Firm to work in an efficient and cost-effective manner on behalf of the Debtors' estates. Additionally, in preparing for these chapter 11 cases, Winston has become familiar with the Debtors' businesses and affairs and many of the potential legal issues that might arise in the context of these cases, and since its engagement has advised the Debtors, among other things, on the local and federal rules, practices, and procedures with respect to various restructuring issues. Therefore, the Debtors believe that Winston is uniquely qualified to represent them in these cases.

4. In selecting Winston, the Debtors reviewed the rates of Winston, including rates for bankruptcy services, and compared them to outside law firms that the Debtors have used in the past to determine that the rates are reasonable. Winston has informed the Debtors that its current hourly rates are the Firm's standard hourly rates for work of this nature.

5. In my capacity as Chief Financial Officer, I am one of the officers responsible for supervising outside counsel retained by the Debtors. As discussed below, I am also responsible for reviewing the invoices regularly submitted by Winston, and can confirm that the rates Winston charged the Debtors in the prepetition period are the same as the rates Winston will charge the Debtors in the postpetition period, subject to periodic adjustment to reflect economic and other conditions.

6. The Debtors have approved or will approve Winston's prospective budget and

staffing plan for the three-month period beginning on the Petition Date, recognizing that in the course of large chapter 11 cases like these, it is possible that there may be a number of unforeseen fees and expenses that will need to be addressed by the Debtors and Winston. In accordance with the U.S. Trustee Guidelines, the budget may be amended as necessary to reflect changed expectations or unanticipated developments. The Debtors further recognize that it is their responsibility to closely monitor the billing practices of their counsel to ensure the fees and expenses paid by the estates remain consistent with the Debtors' expectations and the exigencies of these chapter 11 cases. The Debtors will continue to review the invoices that Winston regularly submits, and, together with Winston, periodically amend the budget and staffing plans, as these cases develop.

7. As they did prepetition, the Debtors will continue to bring discipline, predictability, client involvement, and accountability to the counsel fees and expenses reimbursement process. While every chapter 11 case is unique, these budgets will provide guidance on the periods of time involved and the level of the attorneys and professionals that will work on various matters, as well as projections of average hourly rates for the attorneys and professionals for various matters.

[signature page to follow]

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

Dated: February 13, 2017

*/s/ Michael J. Mahar*

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Michael J. Mahar, CFO