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RI DEPT OF STATE
BAC SYSTEMS DIV

February 26, 2021

TO: CREDITORS AND ALL OTHER PARTIES IN INTEREST

Re: Rebecca Brady and Copper Todd, LLC d/b/a Hometown Poke vs. Tiffany Ting;
C.A. No. PC 2020-05607

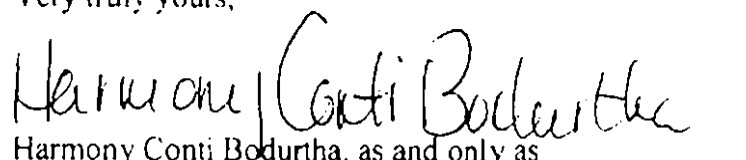
On February 16, 2021, the Rhode Island Superior Court, sitting in Providence County, entered an Order Appointing Permanent Special Master ("Permanent Special Master Order"), pursuant to which the undersigned was appointed the Permanent Special Master of Copper Todd, LLC, d/b/a Hometown Poke ("Hometown Poke"). A copy of the Permanent Special Master Order is enclosed.

You may have previously received a Notice of the appointment of the undersigned as the Temporary Special Master, with an enclosed Proof of Claim form. Under the Permanent Special Master Order, creditors of Hometown Poke must file their Proofs of Claim with the Special Master on or prior to **June 16, 2021** or they will not be entitled to distributions on account of their claims. If you have already filed a proof of claim, you do not need to file a second proof of claim.

In order that your interests be protected and to make sure that you receive notice of all appropriate court filings in connection with this case, I am taking the liberty of enclosing a Proof of Claim form which I suggest that you complete, execute before a Notary Public, and return to me at the earliest possible date.

Also, enclosed you will find a Notice to Creditors regarding the Special Master's Petition to Sell the Property Free and Clear.

Very truly yours,


Harmony Conti Bodurtha, as and only as
the Permanent Special Master of Hometown
Poke and not Individually (dmc)

ECB:dmc
Enclosure

STATE OF RHODE ISLAND
PROVIDENCE, S.C.

SUPERIOR COURT

REBECCA BRADY and
COPPER TODD, LLC d/b/a
HOMETOWN POKE
Plaintiffs

C.A. No. PC-2020-05607

v.

TIFFANY TING
Defendant

ORDER APPOINTING PERMANENT SPECIAL MASTER

This cause came to be heard on the Appointment of Special Master for the Plaintiff, Copper Todd, LLC d/b/a Hometown Poke, and it appearing that the notice provided by the Order of this Court previously entered herein has been given, and upon consideration thereof, it is hereby

ORDERED, ADJUDGED AND DECREED:

1. That Harmony Conti Bodurtha, Esquire of Orson & Brusini, Ltd, Providence, Rhode Island, be and hereby is appointed Permanent Special Master (the "Special Master") of Copper Todd, LLC d/b/a Hometown Poke, and of all the estate, assets, effects, property and business of Copper Todd, LLC d/b/a Hometown Poke of every name, kind, nature and description, with all the powers conferred upon the Special Master by the Rhode Island General Laws, by this order, or otherwise, and with all powers incidental to the Special Master's said Office.

2. That said Special Master shall, no later than five (5) days from the date hereof, file herein a bond in the amount of \$10,000 with corporate surety thereon authorized to do business in the State of Rhode Island conditioned that the Special Master will well and truly perform the duties of said office.

3. That said Special Master be and hereby is authorized, empowered and directed to take possession and charge of said estate, assets, effects, property and business of Copper Todd, LLC d/b/a Hometown Poke, including cash surrender value of any insurance owned by Copper Todd, LLC d/b/a Hometown Poke, and to preserve the same, and is hereby vested with title to the same; to collect and receive the debts, property and other assets and effects of said Copper Todd, LLC d/b/a Hometown Poke, including such cash surrender value, with full power to prosecute, defend, adjust and compromise all claims and suits of, by or against said Copper Todd, LLC d/b/a Hometown Poke and to appear, intervene or become a party in all suits, actions or proceedings relating to said estate, assets, effects and property as may in the judgment of the Special Master be necessary or desirable for the protection, maintenance and preservation of the property and assets of said Copper Todd, LLC d/b/a Hometown Poke.

4. That this appointment is made in succession to the appointment of Temporary Special Master heretofore made by order of this Court, and the Special Master shall take and be vested with the title to all assets, property and choses-in-action which have heretofore accrued to the Temporary Special Master with power to confirm and ratify in writing such agreements as are entered into by such Temporary Special Master and to carry out and perform the same.

5. That the Special Master is authorized, in the Special Master's discretion, to continue the business of the Copper Todd, LLC d/b/a Hometown Poke until further order of this Court, and to employ such persons as may be desirable for the foregoing purposes (except that the Special Master shall first obtain *ex parte* approval to hire attorneys, accountants and turnaround professionals) and, in connection therewith, to use such moneys as shall come into the Special Master's hands and possession, as far as the same shall be necessary, for the above purposes and for continuing the business of said Copper Todd, LLC d/b/a Hometown Poke until further Order of this Court.

6. That the Special Master is authorized to incur expenses for goods and services and to purchase for cash such merchandise, supplies and materials as in the Special Master's discretion may be desirable or necessary for continuance of the business of the Copper Todd, LLC d/b/a Hometown Poke.

7. That said Special Master be and hereby is authorized and empowered to sell, transfer and convey said Special Master's right, title and interest and the right, title and interest of said Copper Todd, LLC d/b/a Hometown Poke in and to any real property or personal property, tangible or intangible, for such sum or sums of money as to said Special Master appears reasonable and proper, at private sale or sales, provided, however, that approval is first given for such sale or sales by this Court on *ex parte* application by the Special Master, or after such notice as the Court may require.

8. That the Special Master is hereby authorized and empowered to sell at public auction any or all of the assets referred to in Paragraph 7. The Special Master is also authorized to engage an auctioneer and to insert such display ads within or without the State of Rhode Island as the Special Master deems proper advertising for such sale. Such a public auction sale conducted by said Special Master in accordance with the provisions of this paragraph shall be considered and is hereby declared to be a commercially reasonable sale, and such sale shall constitute compliance with the requirements of a commercially reasonable sale as set forth in Article 9 of the Uniform Commercial Code as enacted in Rhode Island.

9. That said Special Master be, and hereby is, authorized and empowered, as soon as there are sufficient funds available, to pay all City, State and United States taxes of any kind, nature and description, including withholding taxes, as well as wages due employees, with such employees being relieved of the necessity of filing claims with the Special Master unless the amount paid or shown on the books of the Copper Todd, LLC d/b/a Hometown Poke is not acceptable to any employee, in which case said employee may file his/her claim in the same manner as other creditors.

10. In fulfillment of the reporting requirements set forth in Rule 66 (e) of the Superior Court Rules of Civil Procedure, the Special Master shall file with the Court the Reports referred to in said Rule, as and when the Special Master deems necessary or advisable under the

circumstances, or, in any event, as and when required by Order of this Court. In addition, the Special Master shall file with the Court, on or before May 1 and October 1 of each year, a Special Mastership Control Calendar Report in accordance with Rhode Island Superior Court Administrative Order No. 98-7.

11. That the Special Master shall continue to discharge said Special Master's duties and trusts hereunder until further order of this Court; that the right is reserved to the Special Master and to the parties hereto to apply to this Court for any other or further instructions to said Special Master and that this Court reserves the right, upon such Notice, if any, as it shall deem proper, to make such further orders herein as may be proper, and to modify this Order from time to time.

12. All creditors or other claimants hereby are ordered to file under oath with the Special Master at 144 Wayland Avenue, Providence, Rhode Island on or before June 16, 2021, a statement setting forth their claims, including, but without limiting the generality of the foregoing, the name and address of the claimant, the nature and amount of such claim, a statement of any security or lien held by the claimant to which such claimant is or claims to be entitled, and also a statement as to any preference or priority which the claimant claims to be entitled to over the claims of any other or all other claimants or creditors.

13. Except as provided in paragraph 14 below, that the commencement, prosecution, or continuance of the prosecution, of any action, suit, arbitration proceeding, hearing, or any foreclosure, reclamation or repossession proceeding, both judicial and non-judicial, or any other proceeding, in law, or in equity or under any statute, or otherwise, against said Copper Todd, LLC d/b/a Hometown Poke or any of its property, in any Court, agency, tribunal, or elsewhere, or before any arbitrator, or otherwise by any creditor, stockholder, corporation, partnership or any other person, or the levy of any attachment, execution or other process upon or against any property of said Copper Todd, LLC d/b/a Hometown Poke, or the taking or attempting to take into possession any property in the possession of the Copper Todd, LLC d/b/a Hometown Poke or of which the Copper Todd, LLC d/b/a Hometown Poke has the right to possession, or the cancellation at any time during the Special Mastership proceeding herein of any insurance policy, lease or other contract with Copper Todd, LLC d/b/a Hometown Poke, by any of such parties as aforesaid, other than the Special Master designated as aforesaid, or the termination of telephone, electric, gas or other utility service to Copper Todd, LLC d/b/a Hometown Poke, by any public utility, without obtaining prior approval thereof from this Honorable Court, in which connection said Special Master shall be entitled to prior notice and an opportunity to be heard, are hereby restrained and enjoined until further Order of this Court.

14. The foregoing paragraph does not stay the exercise of rights of a party to a swap agreement, securities contract, repurchase agreement, commodity contract, forward contract or master netting agreement, as those terms are defined in the federal Bankruptcy Code, to the extent that a court would not have the power to stay the exercise if Defendant were a debtor under the Bankruptcy Code.

15. That Notice be given of the entry of this order by the Clerk of this Court by publication of a copy of the annexed Special Mastership Notice in *The Providence Journal* on or before March 5, 2021, and by the Special Master mailing on or before March 5, 2021, a copy of said Special Mastership Notice to each creditor

and stockholder or member of said Copper Todd, LLC d/b/a Hometown Poke known as such to the Special Master, or appearing as such on the books of said Copper Todd, LLC d/b/a Hometown Poke, addressed to each such stockholder or creditor at his last known address.

16. This Order is entered by virtue of and pursuant to this Court's equity powers and pursuant to its powers as authorized by the laws and statutes of the State of Rhode Island.

ENTERED, as an Order of this Court this 16th day of February, 2021.

BY ORDER:

ENTER:

Brian P. Stern, Jr.
Associate Justice
February 16, 2021

/s/ Carin Miley
Deputy Clerk I
Clerk, Superior Court
February 16, 2021