




Robyn L. Moberly
United States Bankruptcy Judge

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION**

In re:

hhgregg, Inc., *et al.*,¹

Debtors.

Chapter 11

Case No. 17-01302-RLM-11

(Jointly Administered)

**ORDER (I) AUTHORIZING AND APPROVING BID
PROCEDURES, (II) APPROVING NOTICE PROCEDURES, AND
(III) SCHEDULING A SALE HEARING
FOR THE CLASS ACTION ASSETS (DOC. NO. 1217)**

Upon the motion (Doc. No. 1217) (the “Motion”) of hhgregg, Inc. and certain of its subsidiaries, the Debtors and Debtors in possession (collectively, the “Debtors”) in the above-captioned jointly administered chapter 11 cases (the “Cases”), and the Official Committee of Unsecured Creditors (the “Committee” and together with the Debtors, the “Estate Parties”), for entry of an order, pursuant to sections 105(a), 363, 503 and 507 of title 11 of the United States

¹ The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: hhgregg, Inc. (0538); Gregg Appliances, Inc. (9508); HHG Distributing LLC (5875). The location of the Debtors’ corporate headquarters is 4151 E. 96th Street, Indianapolis, IN 46240.

Code (the “Bankruptcy Code”), Rules 2002 and 6004 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and Rules B-6004-1 and B-6004-4, of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the Southern District of Indiana (the “Local Rules”), (i) authorizing and approving certain proposed bidding procedures governing a sealed bid process (as attached hereto as **Exhibit 1**, the “Bid Procedures”)² for the submission of proposals to purchase the Class Action Assets as set forth in more detail on attached **Schedule 2** pursuant to section 363 of the Bankruptcy Code, (ii) approving the form and manner of notice of the sale of the Class Action Assets, and (iii) scheduling a hearing for approval of the sale of the Class Action Assets (the “Sale Hearing”) and setting other dates and deadlines related thereto; and it appearing that the relief requested in the Motion is in the best interests of the Debtors’ estates; and after due deliberation, and good and sufficient cause appearing therefor,

IT IS HEREBY FOUND AND DETERMINED THAT:

A. This Court has jurisdiction to consider the Motion in accordance with 28 U.S.C. §§ 157 and 1334 and *Standing Order of Reference* from the United States District Court for the Southern District of Indiana, dated July 11, 1984.

B. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and the Court may enter a final order consistent with Article III of the United States Constitution. Venue of this proceeding and the Motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

C. The statutory and legal predicates for the relief requested in the Motion and provided for herein are sections 105(a), 363, 503, and 507 of the Bankruptcy Code, Bankruptcy Rules 2002 and 6004 and Local Rules B-6004-1 and B-6004-4.

² Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Motion, the First Day Declaration, or the Bid Procedures, as applicable.

D. The Estate Parties have articulated good and sufficient reasons for the Court to approve the Bid Procedures. Such good and sufficient reasons were set forth in the Motion, are incorporated by reference herein, and, among other things, form the basis for the findings of fact and conclusions of law set forth herein.

E. The Bid Procedures are fair, reasonable and appropriate and are designed to maximize the value to be received by the Debtors' estates and creditors. The Bid Procedures and all such steps and expenses incurred by the Estate Parties in connection with the implementation of the Bid Procedures and this Order shall be deemed reasonable and appropriate and within the sound business judgment of the Estate Parties pursuant to section 363(b) of the Bankruptcy Code.

F. The Motion does not seek approval of any break-up fee, expense reimbursement or other bid protections (collectively, "Bid Protections") and the Court is not approving payment of any Bid Protections pursuant to this Order. The Estate Parties may seek approval of Bid Protection by filing a separate motion.

G. The sale of the Class Action Assets is in the best interests of the Debtors' estates and represents a reasonable exercise of the Debtors' sound business judgment.

H. The *Notice of Sale, Bid Procedures, and Sale Hearing* (the "Sale Notice"), substantially in the form attached hereto as Exhibit 2, is reasonably calculated to provide all interested parties with timely and proper notice of the proposed sale, including: (i) the date, time and place of the Auction (if one is held), (ii) the Bid Procedures and certain dates and deadlines related thereto, (iii) the objection deadline for the Sale and the date, time and place of the Sale Hearing, (iv) reasonably specific identification of the assets subject to the proposed sale, (v) representations describing the proposed sale as being free and clear of liens, claims, interests

and other encumbrances, with all such liens, claims, interests and other encumbrances attaching with the same validity and priority to the sale proceeds, and (vi) the commitment by the Successful Bidder(s) to assume certain liabilities of the Debtors. No other or further notice of the proposed sale shall be required.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. The Motion is hereby **GRANTED** as set forth herein.
2. All objections filed, if any, in response to the Motion or the relief requested therein that have not been withdrawn, waived, settled, resolved, or specifically addressed in this Order, and all reservations of rights included in such objections, are specifically overruled in all respects on the merits.

The Bid Procedures

3. The Bid Procedures, attached hereto as **Exhibit 1**, are approved, and the Estate Parties are authorized to take any and all actions necessary or appropriate to implement the Bid Procedures.
4. The Bid Procedures shall govern the submission, receipt and analysis of all Bids, and any party desiring to submit a bid for one or more of the Class Action Assets shall do so strictly in accordance with the terms of this Order and the Bid Procedures.
5. The following dates and deadlines regarding competitive bidding are hereby established (subject to modification in accordance with the Bid Procedures):
 - a. **Bid Deadline:** **July 21, 2017 at 5:00 p.m. (prevailing Eastern Time)** is the deadline by which all Bids must be **actually received** by the parties specified in the Bid Procedures (the "**Bid Deadline**"); and
 - b. **Sale Hearing:** The hearing to authorize the sale of the Class Action Assets to the Successful Bidder pursuant to the Successful Bid (the "**Sale Hearing**") will be held before the Court on **July 26, 2017 at 1:30 p.m. (prevailing Eastern Time)**.

6. A Successful Bid may be a bid or collection of bids for a portion, or all of, the Class Action Assets, but must separately break down the Purchase Price for each Class Action Asset.

Hearing and Objection Deadlines

7. The Sale Hearing shall take place in this Court on **July 26, 2017 at 1:30 p.m. (prevailing Eastern Time)**; *provided that* the Sale Hearing may be adjourned without further notice other than announcement in open Court or by the filing of a notice on the docket of these Cases or a notice of agenda.

8. If the Successful Bidder fails to consummate the proposed transaction, parties shall be given at least seven (7) days' notice and opportunity to object to the sale to the Back-Up Bidder. For the avoidance of doubt, the scope of the hearing on approval of the sale to the Back-Up Bidder, and any objections, shall be limited to issues relating to the identity of the Back-Up Bidder such as adequate assurance and assignments of contracts or leases to the Back-Up Bidder.

9. The deadline to file objections, if any, to the Sale of the Class Action Assets, including to such party's form of sale order, is **July 19, 2017 at 5 p.m. (prevailing Eastern Time)**.

10. Objections, if any, **must**: (i) be in writing, (ii) conform to the applicable provisions of the Bankruptcy Rules, the Local Rules and any orders of the Court, (iii) state with particularity the legal and factual basis for the objection and the specific grounds therefor and (iv) be filed with the Court and served so as to be **actually received** no later than the deadlines described in paragraph 10, as applicable, by the following parties (the "**Notice Parties**") who may be served by email at the addresses indicated below: (a) the Debtors: hhgregg, Inc., 4151 E. 96th Street, Indianapolis, IN 46240, Attn: Kevin Kovacs (kevin.kovacs@hhgregg.com); (b) counsel to

the Debtors: Morgan Lewis & Bockius LLP, 101 Park Avenue, New York, NY 10178, Attn: Neil E. Herman, Esq. (neil.herman@morganlewis.com) and Ice Miller LLP, One American Square, Suite 2900, Indianapolis, IN 46282, Attn: Jeff Hokanson, Esq. (jeff.hokanson@icemiller.com); (c) the Office of the United States Trustee for the Southern District of Indiana (the “US Trustee”): 101 W. Ohio St., Ste. 100, Indianapolis, IN 46204, Attn: Ronald J. Moore, Esq. (Ronald.Moore@usdoj.gov); (d) counsel to the Committee: Cooley LLP, 1114 Avenue of the Americas, New York, NY 10036, Attn: Richelle Kalnit (email: rkalnit@cooley.com) and Bingham Greenebaum Doll LLP, 2500 National City Tower, 101 South Fifth Street, Louisville, Kentucky 40202, Attn: James R. Irving, Esq. (email: jirving@bgdlegal.com); (e) counsel to the DIP Agent and the Prepetition Agent: Choate, Hall & Stewart LLP, Two International Place, Boston, MA 02110, Attn: John F. Ventola, Esq. and Sean M. Monahan, Esq. (email: jventola@choate.com and smonahan@choate.com) and Faegre Baker Daniels LLP, 600 E. 96th Street, Suite 600, Indianapolis, Indiana 46240, Attn: Jay Jaffe, Esq. and Terry Hall, Esq. (email: jay.jaffe@faegrebd.com and terry.hall@faegrebd.com); and (f) counsel to the FILO Agent, DLA Piper LLP, 1201 North Market Street, Suite 2100, Wilmington, DE 19801, Attn: Stuart Brown, Esq. (email: stuart.brown@dlapiper.com).

11. Notwithstanding the foregoing, the deadline described in paragraph 9 may be extended by agreement of the Estate Parties in consultation with the Consultation Parties and the affected objecting party.

Sale Notice and Related Relief

12. The Sale Notice, substantially in the form attached hereto as **Exhibit 2**, is hereby approved. Within three (3) days of the entry of this Order, the Estate Parties shall cause the Sale Notice to be served upon (i) the US Trustee, (ii) counsel to the Committee, (iii) counsel to the

secured lenders, (iv) the Internal Revenue Service, (v) any parties who have expressed a written interest in the Debtors' assets, (vi) parties who are known or reasonably believed to have asserted any lien, encumbrance, claim or other interest in the Debtors' assets that are the subject of the proposed sale of the Class Action Assets, if any, (vii) all applicable state and local taxing authorities in the jurisdictions in which the Debtors may have tax liability, (viii) each governmental agency that is an interested party with respect to the sale of the Class Action Assets, and (ix) all parties who have requested notice under Bankruptcy Rule 2002.

The Sale Does Not Require the Appointment of a Consumer Privacy Ombudsman

13. To the extent the Sale of the Class Action Assets includes personally identifiable information, the Debtors shall be required to abide by their privacy policies in place as of the Petition Date, as such policies may be amended from time to time. Based on the evidence presented at the hearing, this Court finds that, as of the Petition Date, and since at least October 2016, the Debtors have had a privacy policy published on their public website stating that “[i]f hhgregg is involved in the sale of a substantial portion of its business assets, Personal Information may be among the transferred assets.” Accordingly, no consumer privacy ombudsman need be appointed in connection with the sale under section 363(b)(1) of the Bankruptcy Code.

14. In connection with the sale of any assets of the Debtors that may occur in these cases, the DIP Agent, FILO Agent, and Prepetition Agent may seek to credit bid some or all of their claims for their respective collateral (each a “Credit Bid”) pursuant to Section 363(k) of the Bankruptcy Code. A Credit Bid may be applied only to reduce the cash consideration with respect to those assets in which the party submitting such Credit Bid holds a security interest.

The DIP Agent, FILO Agent, and Prepetition Agent shall each be considered a “Bidder” with respect to its right to acquire all or any of the assets by Credit Bid.

Other Relief Granted

15. The Estate Parties are authorized to execute and deliver all instruments and documents and take such other actions, as may be necessary or appropriate to implement and effectuate the transactions contemplated by this Order.

16. The findings and conclusions set forth herein constitute the Bankruptcy Court’s findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052. To the extent any findings of fact constitute conclusions of law, they are adopted as such. To the extent any conclusions of law constitute findings of fact, they are adopted as such.

17. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

18. To the extent any provisions of this Order are inconsistent with the Motion, the terms of this Order shall control.

19. Notwithstanding the possible applicability of Bankruptcy Rules 6004(h), 7062, 9014 or otherwise, the terms and conditions of this Order shall be immediately effective and enforceable upon entry hereof.

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

###

Schedule 1**Class Action Assets**

The Estate Parties reserve their rights to pursue the sale of additional claims not explicitly cited herein.

1. *In re: Cathode Ray Tube (CRT) Antitrust Litigation*; 3:07-cv-05944; United States

District Court for the Northern District of California¹

Defendant	Defendant
Beijing Matsushita Color CRT Company, LTD.	LG Displays International, Ltd.
Beijing-Matsushita Color CRT Company, Ltd.	LG Electronics U.S.A., Inc.
Chunghwa Picture Tubes (Malaysia)	LG Electronics USA, Inc.
Chunghwa Picture Tubes (Malaysia) Sdn. Bhd.	LG Electronics, Inc.
Chunghwa Picture Tubes, LTD.	LG.Philips Display Holding B.V.
Hitachi America, Ltd	LG.Philips Displays International B.V.
Hitachi America, Ltd.	LP Displays International Ltd.
Hitachi Asia, Ltd.	LP Displays International, Ltd.
Hitachi Asia, Ltd.	LP Displays International, Ltd.
Hitachi Displays, Ltd.	Matsushita Electric Industrial Co, Ltd.
Hitachi Displays, Ltd.	Meridian Solar & Display Co., Ltd.
Hitachi Electronic Devices (USA)	Mitsubishi Electric Corporation
Hitachi Electronic Devices (USA)	Mitsubishi Electric US, Inc.
Hitachi Electronic Devices (USA), Inc.	Mitsubishi Electric Visual Solutions America, Inc
Hitachi Ltd.	MT Picture Display Co., LTD
Hitachi, Ltd.	MT Picture Display Co., LTD
Irico Display Devices Co., Ltd.	Panasonic Consumer Electronics Company
Irico Display Devices Co., Ltd.	Panasonic Corporation
Irico Group Corp.	Panasonic Corporation of North America
Irico Group Corporation	Philips Consumer Electronics Co.
Irico Group Electronics Co., Ltd.	Philips da Amazonia Industria Electronica Ltda.
Irico Group Electronics Co., Ltd.	Philips da Amazonia Industria Electronica Ltda.
Koninklijke Philips Electronics N.V.	Philips do Brasil Ltda.
Koninklijke Philips N.V.	Philips Electronics Industries (Taiwan), Ltd.
Philips Electronics North America	Shenzhen Seg Hitachi Color Display Devices, LTD.
Philips Electronics North America Corporation	Tatung Company

¹ Debtors already filed a claim in this case.

Defendant

Philips Taiwan Limited
 PT.MT Picture Display Indonesia
 Samsung Electronics America, Inc.
 Samsung Electronics America, Inc.
 Samsung Electronics Co Ltd
 Samsung Electronics Co., Ltd
 Samtel Color Ltd.
 Samtel Color, Ltd.
 Shenzhen SEG Color Display Devices, Ltd

Defendant

TCL International Holdings LTD. (TCL)
 Technologies Displays Mexicana, S.A. de C.V.
 Thai CRT Company, Ltd.
 Thai CRT Company, Ltd.
 Thomson Consumer Electronics, Inc.
 Thomson S.A.
 Toshiba America Consumer Products, Inc.
 Victor Company of Japan, LTD
 Videocon Industries, Ltd.

2. *In re: Optical Disk Drive Products Antitrust Litigation*; 3:10-MD-2143; United States District Court for the Northern District of California²

Defendant

BenQ America Corp.
 BenQ Corporation
 Hitachi-LG Data Storage, Inc.
 Hitachi-LG Data Storage, Korea, Inc.

 Koninklijke Philips N.V.
 LG Electronics USA, Inc.
 LG Electronics, Inc.
 Lite-On It Corporation
 Lite-On IT Corporation of Taiwan
 Lite-On Sales & Distribution Inc.
 NEC Corporation
 Panasonic Corporation
 Panasonic Corporation of America

 Panasonic Corporation of North America

 Philips & Lite-On Digital Solutions Corporation

Defendant

Philips & Lite-On Digital Solutions USA, Inc.
 Philips BenQ Digital Storage
 Philips Electronics North America Corporation
 Pioneer Digital Design & Manufacturing Company
 Quanta Storage America, Inc.
 Quanta Storage Inc
 Samsung Electronics America, Inc.
 Samsung Electronics Co., Ltd.
 Sharp Corporation
 Sony Computer Entertainment America, Inc.
 Toshiba America Information Systems, Inc.
 Toshiba Corporation
 Toshiba Samsung Storage Technology Corporation
 Toshiba Samsung Storage Technology Korea Corporation

3. *In re: Lithium Ion Batteries Antitrust Litigation*; 4:13-md-02420; United States District Court for the Northern District of California

² Debtors already filed a claim in this case.

Defendant

Hitachi America Ltd.
 Hitachi Ltd.
 Hitachi Maxell Corporation of America
 Hitachi Maxell Ltd
 Hitachi Maxell, Ltd
 LG Chem America
 LG Chem America, Inc
 LG Chem Ltd.
 LG Chemical America Inc
 LG Chemical Ltd.
 LG Corporation
 Maxell Corporation of America
 Maxwell Corporation of America

Defendant

NEC Corporation
 NEC Tokin Corporation
 PCM
 Samsung Electronics America Inc
 Samsung Electronics Co., Ltd
 Samsung SDI America Inc
 Samsung SDI Chusik Hoesa
 Samsung SDI Co Ltd
 Sanyo Electric Co., Inc
 Toshiba America Electronic Components Inc
 Toshiba America Inc
 Toshiba Corporation

4. *In re Capacitors Antitrust Lawsuit*; 3:14-cv-03264; United States District Court

for the Northern District of California

The lawsuit claims that defendants entered into agreements to artificially raise, fix, or stabilize the prices of aluminum, tantalum, or film capacitors in violation of the federal antitrust law.

Defendant

American Shizuki Corporation
 AVX Corporation
 Elna Co. Ltd.
 FPCAP Electronics (Suzhou) Co., Ltd.
 Fujitsu Components America, Inc.
 Fujitsu Semiconductor America, Inc.
 Hitachi AIC Incorporated
 Hitachi Chemical Co., Ltd.
 Hitachi Chemical Company America, Ltd.
 Holy Stone Enterprise Co., Ltd.
 Holy Stone Holdings Co. Ltd.
 Nitsuko Electronics Corporation
 Okaya Electric America Inc.
 Okaya Electric Industries Co., Ltd.
 Panasonic Corporation
 Panasonic Corporation of North America
 Rohm Co., Ltd.
 Rohm Semiconductor U.S.A., LLC

Defendant

HOLY STONE POLYTECH CO. LTD.
 KEMET Corporation
 KEMET Electronics Corporation
 Matsuo Electric Co, Ltd.
 Milestone Global Technology, Inc.
 NEC Tokin America, Inc.
 NEC Tokin Corporation
 Nichicon (America) Corporation
 Nichicon Corporation
 Nippon Chemi-Con Corporation
 Nissei Electronic Co. LTD.
 Shinyei Corporation of America, Inc.
 Shinyei Kaisha
 Shinyei Technology Co., Ltd.
 Shizuki Electric Co., Inc.
 Shizuki Electric Co., Ltd
 Soshin Electric Co., Ltd.
 Soshin Electronics of America Inc.

Defendant

Rubycon America Inc.
 Rubycon Corporation
 Samsung Electro Mechanics America, Inc.
 Samsung Electro-Mechanics
 SANYO Electric Co., Ltd.
 Sanyo Electric Group, Ltd.
 Sanyo Electronic Device (U.S.A.) Corporation
 Sanyo North America Corporation
 Shinyei Capacitor Co., Ltd.

Defendant

Taitso America, Inc.
 Taitso Corporation
 Taiyo Yuden (USA) Inc.
 Taiyo Yuden Co., Ltd.
 TDK Corporation
 Toshin Kogyo Co., Ltd.
 United Chemi-con Corporation
 Vishay Polytech Co., Ltd.

5. *American Express Anti-Steering Rules Antitrust Litigation*

The American Express defendants (AmEx) allegedly set anticompetitive rules against merchant steering at the point of sale in its merchant agreements.

Defendant

American Express Company

Defendant

American Express Travel Related Services Company, Inc.

6. Prescription Drug Price-Fixing (Pay-for-Delay) and Product Liability

Litigation

These lawsuits encompass several cases against various healthcare companies which allege various pharmaceutical defendants paid for delay of generic drug releases, overcharged or were liable for harmful effects with respect to various prescription drugs supplied as part of the pharmaceutical benefits available under the plaintiffs' health insurance plans.

a. *In re: Actos (Pioglitazone) Products Liability Litigation*; 12-cv-

00064; United States District Court for the District of Western Louisiana

b. *In re: Adderall XR Antitrust Litigation*; 1:12-cv-03711; United

States District Court for the Southern District of New York.

c. *In re: Aggrenox Antitrust Litigation*; 3:14-md-02516; United States

District Court for the District of Connecticut

d. *In re: Celexa and Lexapro Products Liability Litigation*; 4:06-md-01736; United States District Court for the Eastern District of Missouri

e. *In re: Effexor XR Antitrust Litigation*; 3:11-cv-05479; United States District Court for the District of New Jersey

f. *In re: Fresenius Granuflo/Naturalyte Dialysate Products Liability Litigation*; 1:13-md-02428; United States District Court for the District of Massachusetts

g. *In re: Generic Digoxin and Doxycycline Antitrust Litigation*; 2:16-md-02724; United States District Court for the Eastern District of Pennsylvania

h. *In re: Gleevec Antitrust Litigation*; 15-12732; United States District Court for the District of Massachusetts

i. *In re: Invokana Products Liability Litigation*; 3:16-md-02750; United States District Court for the District of New Jersey

j. *In re: K-Dur Antitrust Litigation*; 2:01-cv-01652; United States District Court for the District of New Jersey

k. *In re: Lamictal Direct Purchaser Antitrust Litigation*; 2:12-cv-00995; United States District Court for the District of New Jersey

l. *In re: Lidoderm Antitrust Litigation*; 3:14-md-02521; United States District Court for the Northern District of California

m. *In re: Loestrin 24 FE Antitrust Litigation*; 1:13-md-02472; United States District Court for the District of Rhode Island

n. *In re: Mirena IUD Products Liability Litigation*; 13-md-2434; United States District Court for the Southern District of New York

o. *In re: Modafinil Antitrust Litigation*; 2:06-cv-1833; United States District Court for the Eastern District of Pennsylvania

p. *In re: Niaspan Antitrust Litigation*; 2:13-md-02460; United States District Court for the Eastern District of Pennsylvania

q. *In re: Suboxone (Buprenorphine Hydrochloride and Naloxone) Antitrust Litigation*; 2:13-md-02445; United States District Court for the Eastern District of Pennsylvania

r. *In re: Taxotere (Docetaxel) Products Liability Litigation*; 2:16-md-02740; United States District Court for the Eastern District of Louisiana

s. *In re: Testosterone Replacement Therapy Products Liability Litigation*; 1:14-cv-01748; United States District Court for the Northern District of Illinois

t. *In re: Zofran (Ondansetron) Products Liability Litigation*; 1:15-md-02657; United States District Court for the District of Massachusetts

u. *In re: Zoloft (Sertraline Hydrochloride) Products Liability Litigation*; 12-md-2342; United States District Court for the Eastern District of Pennsylvania

7. Other cases to be determined. If additional Class Action Assets are added, notice will be provided to the Potential Bidders.

EXHIBIT 1

Bid Procedures

BID PROCEDURES

On June 21, 2017, hhgregg, Inc. and certain of its subsidiaries that are Debtors and Debtors in possession (collectively, the “Debtors”) in the chapter 11 cases (the “Cases”) pending in the United States Bankruptcy Court for the Southern District of Indiana (“Court”) and jointly administered under Case No. 17-01302-11, and the Official Committee of Unsecured Creditors (the “Committee” and together with the Debtors, the “Estate Parties”) filed a motion seeking, among other things, the approval of bid procedures and the sale its rights in certain class action cases (the “Class Action Assets”) to the highest or best bidder(s) pursuant to section 363 of the Bankruptcy Code (the “Sale Motion”).¹

On June [DATE], 2017, the Court entered the *Order (I) Authorizing and Approving Bid Procedures, (II) Approving Notice Procedures, and (III) Scheduling a Sale Hearing on the Class Action Assets* (Doc. No. X) (the “Bid Procedures Order”), which, among other things, approved the bidding procedures set forth below (the “Bid Procedures”) governing the submission of proposals to purchase one or more of the Class Action Assets pursuant to section 363 of the Bankruptcy Code. The sale of the Class Action Assets will be implemented pursuant to the terms and conditions of the Bid Procedures Order, as the same may be amended pursuant to the terms thereof, subject to the Estate Parties’ selection in their reasonable discretion, after consultation with the DIP Agent, the Prepetition Agent, and the FILO Agent (collectively, the “Consultation Parties”),² of a highest or otherwise best bid(s) as the Successful Bid in accordance with these Bid Procedures.

Investment Opportunity

The Estate Parties are offering purchasers the opportunity to purchase some or all of the Class Action Assets pursuant to section 363 of the Bankruptcy Code.

Notice Parties

Information that must be provided under these Bid Procedures must be provided to the following parties (collectively, the “Notice Parties”) (a) the Debtors: hhgregg, Inc., 4151 E. 96th Street, Indianapolis, IN 46240, Attn: Kevin Kovacs (kevin.kovacs@hhgregg.com); (b) counsel to the Debtors: Morgan Lewis & Bockius LLP, 101 Park Avenue, New York, NY 10178, Attn: Neil E. Herman, Esq. (neil.herman@morganlewis.com) and Ice Miller LLP, One American Square, Suite 2900, Indianapolis, IN 46282, Attn: Jeff Hokanson, Esq. (jeff.hokanson@icemiller.com); (c) the Office of the United States Trustee for the Southern District of Indiana (the “US Trustee”): 101 W. Ohio St., Ste. 100, Indianapolis, IN 46204, Attn: Ronald J. Moore, Esq. (Ronald.Moore@usdoj.gov); (d) counsel to the Committee: Cooley LLP, 1114 Avenue of the Americas, New York, NY 10036, Attn: Richelle Kalnit, Esq. (email: rkalnit@cooley.com) and

¹ Capitalized terms used but not otherwise defined herein will have the meanings ascribed to them in the Sale Motion, the First Day Declaration or the Bid Procedures Order, as applicable.

² Notwithstanding anything to the contrary in these Bid Procedures, the DIP Agent, the Prepetition Agent, and the FILO Agent shall not be considered a Consultation Party if such entities or any related entities submits a Bid on or before the Bid Deadline.

Bingham Greenebaum Doll LLP, 2500 National City Tower, 101 South Fifth Street, Louisville, Kentucky 40202, Attn: James R. Irving, Esq. (email: jirving@bgdlegal.com); (e) counsel to the DIP Agent and the Prepetition Agent: Choate, Hall & Stewart LLP, Two International Place, Boston, MA 02110, Attn: John F. Ventola, Esq. and Sean M. Monahan, Esq. (email: jventola@choate.com and smonahan@choate.com) and Faegre Baker Daniels LLP, 600 E. 96th Street, Suite 600, Indianapolis, Indiana 46240, Attn: Jay Jaffe, Esq. and Terry Hall, Esq. (email: jay.jaffe@faegrebd.com and terry.hall@faegrebd.com); and (f) counsel to the FILO Agent, DLA Piper LLP, 1201 North Market Street, Suite 2100, Wilmington, DE 19801, Attn: Stuart Brown, Esq. (email: stuart.brown@dlapiper.com).

Participation Requirements

To participate in the formal bidding process or otherwise be considered for any purpose hereunder, a person interested in submitting a bid (an “Potential Bidder”) must, on or before **July 21, 2017 at 5 p.m. (prevailing Eastern Time)**, deliver to each of the Notice Parties, the following documents (the “Preliminary Bid Documents”):

- (a) an email to counsel to the Debtors: Ice Miller, One American Square, Suite 2900, Indianapolis, IN 46282, Attn: Jeff Hokanson, Esq. (email: jeff.hokanson@icemiller.com) and Sarah Fowler, Esq. (email: sarah.fowler@icemiller.com) confirming that the Potential Bidder will keep all diligence materials confidential;
- (b) a statement and other factual support demonstrating to the Estate Parties’ satisfaction in the exercise of their reasonable business judgment, in consultation with the Consultation Parties, that the Interested Party has a *bona fide* interest in purchasing one or more of the Class Action Assets; *provided* that such information shall not be required to the extent the Interested Party’s interest and wherewithal are acknowledged in writing by the Estate Parties; and
- (c) preliminary proof by the Interested Party of its financial capacity to close a proposed transaction at the Purchase Price (as defined below), which may include current unaudited or verified financial statements of, or verified financial commitments obtained by, the Interested Party (or, if the Interested Party is an entity formed for the purpose of acquiring the property to be sold, the party that will bear liability for a breach).

For the avoidance of doubt, these participation requirements do not prohibit any party from distributing teaser and other promotional materials to potentially interested parties advising them of the opportunity to purchase one or more of the Class Action Assets pursuant to section 363 of the Bankruptcy Code, from engaging in discussions with such parties about the opportunity, or from providing non-confidential documents and information to such parties.

Due Diligence

Only Potential Bidders will be eligible to receive due diligence information concerning the Debtors and their assets. The Estate Parties will provide to each Potential Bidder reasonable due diligence information, as requested, as soon as reasonably practicable after such request.

Each Potential Bidder will comply with all reasonable requests for additional information and due diligence access by the Estate Parties or their advisors regarding such Potential Bidder and its contemplated transaction. If the Estate Parties, after consultation with the Consultation Parties, determine at any time in their reasonable discretion that a Potential Bidder is not reasonably likely to be a Bidder (as defined below), then the Estate Parties' obligation to provide due diligence information to such Potential Bidder will terminate and all information provided by the Estate Parties.

Bid Deadline

The deadline for each Potential Bidder to submit a bid to purchase all or a portion of the Class Action Assets (a "Bid") is **July 21, 2017 at 5 p.m. (prevailing Eastern Time)** (the "Bid Deadline"). A Good Faith Deposit (as defined below) must be contemporaneously provided with any Bid by wire transfer or certified check pursuant to delivery instructions to be provided by the Estate Parties before the Bid Deadline. Each Potential Bidder will deliver written copies of each Bid by electronic mail to the Notice Parties.

Bid Requirements

To be eligible to participate in the sealed bid process, each Bid by a Potential Bidder must:

- (a) state that the applicable Potential Bidder offers to purchase one or more of the Class Action Assets on the terms set forth in the purchase agreement;
- (b) be accompanied by a deposit (each, a "Good Faith Deposit") in the form of a wire transfer or certified check or such other form acceptable to the Estate Parties, in consultation with the Consultation Parties, payable to the order of the Debtors, in an amount equal to 10% of the cash portion of the Purchase Price being bid;
- (c) specify the amount of cash or other consideration offered by the Potential Bidder (the "Purchase Price"). In determining the value of such Bid, the Estate Parties, in consultation with the Consultation Parties, will not be limited to evaluating the dollar amount of a Bid, but may also consider factors including, but not limited to, the liabilities and other obligations to be performed or assumed by the Potential Bidder, the additional administrative and prepetition claims likely to be created by such Bid in relation to other Bids, and other factors affecting the speed, certainty and value of the proposed transactions;
- (d) be binding and irrevocable by the Potential Bidder until the selection of the Successful Bid and the Back-Up Bid, if any, in accordance with the terms of these Bid Procedures; *provided* that if such Potential Bidder is selected as the Back-Up Bidder its Bid must remain binding and irrevocable until the earlier of (i) the Estate Parties' consummation of a sale with the Successful Bidder and (ii) the date that is thirty (30) days after the Bid Deadline;
- (e) include an executed asset purchase agreement or agency agreement, together with all exhibits and schedules thereto, pursuant to which the Proposed Bidder

proposes to effectuate a proposed transaction at the Purchase Price (the "Transaction Documents");

- (f) include a list which specifies the Class Action Assets that the Potential Bidder seeks to purchase and the Purchase Price for each Class Action Asset, listed separately so that the Estate Parties, in consultation with the Consultation Parties, can determine the highest or otherwise best offer for each individual Class Action Asset;
- (g) provide a commitment to close as soon as practicable after entry of the Sale Order;
- (h) not be conditioned on unperformed due diligence, obtaining financing or any internal approval or otherwise be subject to contingencies;
- (i) include (i) a description of all governmental, licensing, regulatory or other filings, approvals or consents that are required to be made or obtained to close the proposed transaction, together with evidence of the ability to make or obtain such filings, consents or approvals in a timely manner, as well as a description of any material contingencies or other conditions that will be imposed upon, or that will otherwise apply to, the making, obtainment or effectiveness of any such filings, consents or approvals and (ii) an estimated timeframe for making and/or obtaining any such required governmental, licensing, regulatory or other filings, approvals or consents;
- (j) contain written evidence of a commitment for financing or other evidence of the ability to consummate a proposed transaction at the Purchase Price, satisfactory to the Estate Parties in their reasonable discretion after consultation with the Consultation Parties, with appropriate contact information for such financing sources;
- (k) contain written evidence satisfactory to the Estate Parties in their reasonable discretion, after consultation with the Consultation Parties, of authorization and approval from the Potential Bidder's board of directors (or comparable governing body), if any, with respect to the submission, execution, delivery and consummation of such Bid and the transaction(s) contemplated therein and any Overbid(s) (as defined below), and related Transaction Documents;
- (l) not request or entitle the Potential Bidder to any break-up fee, termination fee, expense reimbursement or similar type of payment;
- (m) waive any right to seek a claim for substantial contribution in connection with the Debtors' bankruptcy cases;
- (n) fully disclose the identity of each entity that will be bidding for all or a portion of the Class Action Assets or otherwise sponsoring, financing (including through the issuance of debt in connection with such Bid), participating in or benefiting from (including through license or similar arrangement with respect to the assets to be

acquired in connection with such Bid) such Bid, and the complete terms of any such sponsorship, participation, financing or benefit;

- (o) constitute a good faith, *bona fide* offer and that the Potential Bidder intends to consummate the proposed transaction if selected as the Successful Bidder or the Back-Up Bidder;
- (p) include a written acknowledgement by such Potential Bidder that it agrees to all of the terms for sale set forth in these Bid Procedures; and
- (q) be received by the Bid Deadline.

Designation as Successful Bidder

A successful bidder (“Successful Bidder”) is a Potential Bidder that, in the Estate Parties’ reasonable determination after consultation with the Consultation Parties, (i) has timely submitted a Bid that satisfies each of the requirements listed above in the section entitled “Bid Requirements” that is accompanied by a Good Faith Deposit and executed Transaction Documents; (ii) is able to consummate the proposed transaction within the required timeframe if selected as the Successful Bidder; and (iii) for the particular Class Action Asset, submits the highest or otherwise best Bid; *provided that* the Estate Parties, in consultation with the Consultation Parties, reserve the right to work with any Potential Bidder to cure any deficiencies in a Bid.

Within three (3) Business Days after the Bid Deadline, the Estate Parties will determine in their reasonable discretion after consultation with the Consultation Parties whether such Potential Bidder is a Successful Bidder and notify the Potential Bidder of such determination.

The Estate Parties, after consulting with the Consultation Parties, may accept as a single Successful Bid, multiple Successful Bids for one or more of the Class Action Assets such that, when taken together in the aggregate, such Successful Bids would otherwise meet the standards for a single Successful Bid.

Notwithstanding the foregoing, if a bid submitted on or prior to the Bid Deadline fails to meet all the requirements of a Successful Bid, the Estate Parties, in consultation with the Consultation Parties, are entitled to work with the bidder in an effort to cure any defects in the bid and to cause such bid to become a Successful Bid prior to the selection of the Successful Bid(s). In addition, the Debtor and the Committee, in consultation with the Consultation Parties, may waive one or more defects and cause such bid to be a Successful Bid.

Credit Bid

In connection with the sale of any of the Class Action Assets that may occur in these cases, the DIP Agent, the FILO Agent, and the Prepetition Agent may seek to credit bid some or all of their claims for their respective collateral (each a “Credit Bid”) pursuant to Section 363(k) of the Bankruptcy Code. A Credit Bid may be applied only to reduce the cash consideration with

respect to those assets in which the party submitting such Credit Bid holds a security interest. The Prepetition Agent shall be considered a “Bidder” with respect to its right to acquire all or any of the assets by Credit Bid.

“As Is, Where Is”

Any sale or transfer of one or more of the Class Action Assets will be on an “as is, where is” basis and without representations or warranties of any kind by the Estate Parties, their agents or the Debtors’ chapter 11 estates, except and solely to the extent expressly set forth in a final purchase agreement approved by the Court as the Successful Bid. Each Successful Bidder will be required to acknowledge and represent that it has had an opportunity to conduct any and all due diligence regarding the Debtors’ assets that are the subject of the closed bid process prior to making its Bid and that it has relied solely upon its own independent review and investigation in making its Bid. Except as otherwise provided in a final purchase agreement approved by the Court as the Successful Bid, all of the Debtors’ right, title, and interest in the Class Action Assets will be sold or transferred free and clear of all Liens with any Liens to attach to the proceeds of the sale of the Class Action Assets as provided in the proposed form of sale order attached to the Sale Motion.

Selection of Successful Bid

Following receipt of Bids, the Estate Parties, in the exercise of their reasonable business judgment, in consultation with the Consultation Parties, will select (i) the highest or otherwise best bid or collection of bids submitted by one or more Potential Bidders that the Estate Parties, in consultation with the Consultation Parties, believe is most beneficial to the Debtors’ estates (the “Successful Bid”), and (ii) at the Estate Parties’ discretion, the next highest or otherwise best bid or collection of bids after the Successful Bid (the “Back-Up Bid”). In selecting the Successful Bid and the Back-Up Bid, if any, the Estate Parties, in consultation with the Consultation Parties, shall take into account, among other things: (i) the type and nature of any provisions contained in each Bid and the extent to which such modifications are likely to delay closing of the contemplated transaction and the cost to the Debtors of such modifications or delay; (ii) the likelihood of the Successful Bidder’s ability to close its proposed transaction and the timing thereof; (iii) the expected net benefit of the transaction to the Debtors’ estates; and (iv) any other factors the Estate Parties, in consultation with the Consultation Parties, may reasonably deem relevant. The Potential Bidder or Bidders that submit the Successful Bid(s) will be deemed the “Successful Bidder(s).” The Potential Bidder or Bidders that submit the Back-Up Bid, if any, will be deemed the “Back-Up Bidder”. The DIP Agent and the FILO Agent reserve the right to reject any bid or collection of bids that does not qualify as a “Permitted Sale” under the Debtors’ debtor-in-possession credit facility.

Notwithstanding anything herein to the contrary, the Estate Parties, in consultation with the Consultation Parties, are authorized, but not required, to select a Back-Up Bidder and a Back-Up Bid.

The Successful Bidder and Back-Up Bidder shall each increase the amount of its Good Faith Deposit so that it is equal to at least 10% of the Purchase Price set forth in its final bid.

The Back-Up Bid, if any, will remain open and binding on the Back-Up Bidder until the earlier of (a) consummation of the Successful Bid with the Successful Bidder, and (b) thirty (30) days after the Bid Deadline. If the Successful Bidder fails to consummate the Successful Bid within the time set forth therein, the Estate Parties will be authorized, in consultation with the Consultation Parties, but not required, to select the Back-Up Bidder, if any, as the new Successful Bidder, and shall proceed to consummate the Successful Bid of the new Successful Bidder.

Nothing contained in these Bid Procedures shall prevent the Estate Parties from selling the Class Action Assets to one or more Qualifying Bidders in one or more sale transactions. Any such division of the Class Action Assets shall only be done in consultation with the Consultation Parties.

Implementation of the Sale

The hearing to authorize the sale of the Class Action Assets to the Successful Bidder(s) pursuant to the Successful Bid(s) (the "Sale Hearing") will be held before the Court on **July 26 at 1:30 p.m. (prevailing Eastern Time)**. The Sale Hearing may be adjourned or rescheduled by the Estate Parties, with the consent of the Successful Bidder, and in consultation with the Consultation Parties, to a time and date consistent with the Court's calendar, as set forth in notice on the docket of the Cases, a notice of agenda, or stated orally at the Sale Hearing. The Estate Parties may not consider or support any other bid to purchase the Class Action Assets pending consideration by the Court of the Successful Bid at the Sale Hearing.

Upon the Court's approval of the Successful Bid, the Successful Bid will be deemed accepted by the Estate Parties, and the Estate Parties will be bound to the terms of that Successful Bid with no further opportunity for an auction or other process.

If the Successful Bidder fails to consummate the proposed transaction, parties will have at least seven (7) days' notice and opportunity to object to the sale to the Back-Up Bidder. For the avoidance of doubt, the scope of the hearing on approval of the sale to the Back-Up Bidder, and any objections, shall be limited to issues relating to the identity of the Back-Up Bidder such as adequate assurance and assignments of contracts or leases to the Back-Up Bidder.

Consent to Jurisdiction as Condition to Bidding

All Bidders at the closed bid process will be deemed to have consented to the exclusive jurisdiction of the Court with respect to all matters relating to the closed bid process and the construction and enforcement of each Bidder's Transaction Documents and waived any right to a jury trial in connection with any disputes relating to the closed bid process.

Return of Good Faith Deposit

All Good Faith Deposits will be held by the Debtors in a non-interest-bearing escrow or trust account. Good Faith Deposits of Bidders, other than the Successful Bidder and the Back-Up Bidder, if any, will be returned to the unsuccessful bidders within five (5) Business Days after selection of the Successful Bidder and Back-Up Bidder, if any, in accordance with these Bid Procedures. The Successful Bidder's Good Faith Deposit will be applied to the Purchase

Price of the Successful Bid at closing, and the Debtors will be entitled to retain such Good Faith Deposit as part of their damages if the Successful Bidder fails to meet its obligations to close the transaction contemplated by the Successful Bid. The Good Faith Deposit of the Back-Up Bidder, if any, will be returned to the Back-Up Bidder, if any, within five (5) Business Days after the consummation of the sale with the Successful Bidder.

If the Successful Bidder or the Back-Up Bidder (if the Successful Bidder fails to consummate the proposed transaction) fails to enter into an asset purchase agreement as promptly as practicable or consummate the proposed transaction consistent with the Successful Bid or Back-Up Bid (if applicable), because of a breach or failure to perform on the part of the Successful Bidder or Back-Up Bidder (if applicable), all parties in interest reserve the right to seek all available damages from the defaulting Successful Bidder or Back-Up Bidder (if applicable), including specific performance and retention of the Good Faith Deposit.

Reservation of Rights

The Estate Parties, in consultation with the Consultation Parties, reserve the right to (i) modify these Bidding Procedures in any manner that will best promote the goals of the bidding process; or (ii) impose, at or before the closed bid process, additional customary terms and conditions on the Sale, but only to the extent that such revisions are not inconsistent with the Bidding Procedures Order. Without limiting the foregoing, the Estate Parties reserve the right, as they may reasonably determine to be in the best interests of their estates and in consultation with the Consultation Parties, to: (i) determine which Bid or combination of Bids is the highest or otherwise best proposal and which is the next highest or otherwise best proposal; (iv) reject any bid that is (a) inadequate or insufficient, (b) not in conformity with the requirements of the Bidding Procedures or the requirements of the Bankruptcy Code, or (c) contrary to the best interests of the Debtors and their estates; (v) remove assets from the Sale; (vi) waive terms and conditions set forth herein with respect to Potential Bidders; (vii) impose additional terms and conditions with respect to all Potential Bidders; (viii) extend the deadlines set forth herein; (ix) adjourn or cancel the Sale Hearing in open court without further notice; or (x) withdraw the Motion at any time prior to the Sale Hearing with or without prejudice.

EXHIBIT 2

Sale Notice

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

<p>In re:</p> <p>hhgregg, Inc., <i>et al.</i>,¹</p> <p style="text-align: center;">Debtors.</p>	<p>Chapter 11</p> <p>Case No. 17-01302-RLM-11</p> <p>(Jointly Administered)</p>
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NOTICE OF SALE, BID PROCEDURES, AND SALE HEARING FOR THE DEBTORS’ CLASS ACTION ASSETS

PLEASE TAKE NOTICE that, on June 21, 2017, the above-captioned Debtors and Debtors-in-possession (the “Debtors”) and the Official Committee of Unsecured Creditors (the “Committee” and together with the Debtors, the “Estate Parties”) filed the *Motion for Orders (A)(I) Scheduling a Bid Procedures Hearing; (II) Authorizing and Approving Bid Procedures; (III) Approving Notice Procedures; and (IV) Scheduling a Sale Hearing; and (B)(I) Authorizing the Sale of the Debtors’ Class Action Assets Free and Clear of all Claims, Liens, Rights, Interests, and Encumbrances; and (II) Approving the Successful Bidder Purchase Agreement(s)* (Doc. No. 1217) (the “Sale Motion”),² with the United States Bankruptcy Court for the Southern District of Indiana (the “Court”), seeking, among other things, entry of an order (the “Sale Order”) authorizing and approving: (a) the sale (the “Sale”) of their rights in certain class action cases, which cases are more specifically detailed on **Schedule 2** to the Bid Procedures Order (the “Class Action Assets”) free and clear of all liens, claims, encumbrances, and other interests, with all such liens, claims, encumbrances, and other interests attaching with the same validity and priority to the Sale proceeds, subject to higher or otherwise better offers.

PLEASE TAKE FURTHER NOTICE that the Estate Parties are soliciting offers for the purchase of the Class Action Assets consistent with the Bid Procedures (the “Bid Procedures”) approved by the Court by entry of an order on [DATE] (Doc. No. X) (the “Bid Procedures Order”). The deadline for each Potential Bidder to submit a proposal to purchase the Class Action Assets is **July 21, 2017 at 5:00 p.m. (prevailing Eastern Time)** (the “Bid Deadline”). **All interested bidders should carefully read the Bid Procedures and Bid Procedures Order. A sealed bid process will be conducted. An auction will not be held. Potential Bidders are encouraged to submit their highest and best proposals by the Bid Deadline.** To the extent that there are any inconsistencies between this notice and the Bid

¹ The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: hhgregg, Inc. (0538); Gregg Appliances, Inc. (9508); HHG Distributing LLC (5875). The location of the Debtors’ corporate headquarters is 4151 E. 96th Street, Indianapolis, IN 46240.

² Unless otherwise stated, all capitalized terms not defined herein shall have the same meaning as set forth in the Sale Motion.

Procedures or Bid Procedures Order, the Bid Procedures or Bid Procedures Order, as applicable, shall govern in all respects.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Bid Procedures Order, a hearing will be held before the Honorable Judge Robyn L. Moberly, United States Bankruptcy Judge, on **July 26, 2017 at 1:30 p.m. (prevailing Eastern Time)**, in Courtroom 329 of the United States Bankruptcy Court for the Southern District of Indiana, 46 East Ohio Street, Indianapolis, IN 46204, to consider approval of the Sale (the "Sale Hearing"). The Sale Hearing may be rescheduled or continued from time to time without further notice other than the announcement of the adjourned date(s) at the Sale Hearing or any continued hearing or on the applicable hearing agenda or other notice filed on the docket of these Chapter 11 Cases.

PLEASE TAKE FURTHER NOTICE that, deadline to file objections, if any, to entry of the Sale Order is **July 19, 2017 at 5:00 p.m. (prevailing Eastern Time)** (the "Sale Objection Deadline"). Objections, if any, must: (i) be in writing, (ii) conform to the applicable provisions of the Bankruptcy Rules, the Local Rules and any orders of the Court, (iii) state with particularity the legal and factual basis for the objection and the specific grounds therefor and (iv) be filed with the Court and served so as to be actually received no later than the Sale Objection Deadline by the following parties: (a) the Debtors: hhgregg, Inc., 4151 E. 96th Street, Indianapolis, IN 46240, Attn: Kevin Kovacs (kevin.kovacs@hhgregg.com); (b) counsel to the Debtors: Ice Miller LLP, One American Square, Suite 2900, Indianapolis, IN 46282, Attn: Jeff Hokanson, Esq. and Sarah Fowler, Esq. (jeff.hokanson@icemiller.com and sarah.fowler@icemiller.com); (c) the Office of the U.S. Trustee; 101 W. Ohio St., Ste. 100, Indianapolis, IN 46204, Attn: Ronald J. Moore, Esq. (Ronald.Moore@usdoj.gov); (d) counsel to the Committee: Cooley LLP, 1114 Avenue of the Americas, New York, NY 10036, Attn: Richelle Kalnit (email: rkalnit@cooley.com); (e) counsel to the DIP Agent and the Prepetition Agent: Choate, Hall & Stewart LLP, Two International Place, Boston, MA 02110, Attn: John F. Ventola, Esq. and Sean M. Monahan, Esq. (email: jventola@choate.com and smonahan@choate.com) and Faegre Baker Daniels LLP, 600 E. 96th Street, Suite 600, Indianapolis, Indiana 46240, Attn: Jay Jaffe, Esq. and Terry Hall, Esq. (email: jay.jaffe@faegrebd.com and terry.hall@faegrebd.com; and (f) counsel to the FILO Agent, DLA Piper LLP, 1201 North Market Street, Suite 2100, Wilmington, DE 19801, Attn: Stuart Brown, Esq. (email: stuart.brown@dlapiper.com).

PLEASE TAKE FURTHER NOTICE THAT ANY PARTY OR ENTITY WHO FAILS TO TIMELY MAKE AN OBJECTION TO THE SALE IN ACCORDANCE WITH THE BID PROCEDURES AND APPROVAL ORDER SHALL BE FOREVER BARRED FROM ASSERTING ANY OBJECTION TO THE SALE, INCLUDING WITH RESPECT TO THE TRANSFER OF THE DEBTORS' CLASS ACTION ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES, AND OTHER INTERESTS.

PLEASE TAKE FURTHER NOTICE that copies of the Sale Motion (and all exhibits thereto), the Bid Procedures Order, the Bid Procedures, and proposed Sale Order (and all exhibits thereto) are available for review free of charge by accessing www.donlinrecano.com/hhgregg. In addition, copies of such documents are available upon written request via first class mail to Donlin, Recano & Company, Inc., Re: hhgregg, Inc., et al.,

6201 15th Avenue, Brooklyn, NY 11219; via telephone at (800) 591-8252; or email at hhgregginfo@donlinrecano.com.

Respectfully submitted,

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