

Fill in this information to identify the case:

DebtorAvant Gardner, LLC

United States Bankruptcy Court for the: District of Delaware
(State)

Case number25-11443

Modified Official Form 410
Proof of Claim

04/25

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?

A+ Operating LLC

Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor

2. Has this claim been acquired from someone else?

☒ No

☐ Yes. From whom?

3. Where should notices and payments to the creditor be sent?

Where should notices to the creditor be sent?

A+ Operating LLC
Alex Josowitz
9801 Collins Ave.
Apt 11s
Bal harbour, FL 33154, USA

Contact phone718-683-0973

Contact emailALEXJOS@YMAIL.COM

Where should payments to the creditor be sent? (if different)

Contact phone

Contact email

Uniform claim identifier (if you use one):

4. Does this claim amend one already filed?

☒ No

☐ Yes. Claim number on court claims registry (if known)

Filed onMM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?

☒ No

☐ Yes. Who made the earlier filing?



Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? ☒ No
☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ____

7. How much is the claim? \$ 89,550.86. Does this amount include interest or other charges?
☒ No
☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.

SERVICES PERFORMED ACCORDING TO CONTRACT

9. Is all or part of the claim secured? ☒ No
☐ Yes. The claim is secured by a lien on property.
Nature or property:
☐ Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
☐ Motor vehicle
☐ Other. Describe: _____
Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: \$ _____
Amount of the claim that is secured: \$ _____
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: \$ _____
Annual Interest Rate (when case was filed) _____ %
☐ Fixed
☐ Variable

10. Is this claim based on a lease? ☒ No
☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? ☒ No
☐ Yes. Identify the property: _____



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☒ No

☐ Yes. Check all that apply:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Amount entitled to priority

\$ _____

☐ Up to \$3,800* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ _____

☐ Wages, salaries, or commissions (up to \$17,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ _____

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ _____

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ _____

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

\$ _____

* Amounts are subject to adjustment on 4/01/28 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?

☒ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ _____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☒ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 08/12/2025
MM / DD / YYYY

/s/ALEX Josowitz
Signature

Print the name of the person who is completing and signing this claim:

Name ALEX Josowitz
First name Middle name Last name

Title CEO

Company A+ Operating LLC
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address _____

Contact phone _____ Email _____



Verita (KCC) ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (866) 523-2951 | International (781) 575-2140

Debtor: 25-11443 - Avant Gardner, LLC District: District of Delaware		
Creditor: A+ Operating LLC Alex Josowitz 9801 Collins Ave. Apt 11s Bal harbour , FL, 33154 USA Phone: 718-683-0973 Phone 2: Fax: Email: ALEXJOS@YMAIL.COM	Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement:	
	Has Related Claim: No Related Claim Filed By:	
	Filing Party: Creditor	
Other Names Used with Debtor:	Amends Claim: No Acquired Claim: No	
Basis of Claim: SERVICES PERFORMED ACCORDING TO CONTRACT	Last 4 Digits: No	Uniform Claim Identifier:
Total Amount of Claim: 89,550.86	Includes Interest or Charges: No	
Has Priority Claim: No	Priority Under:	
Has Secured Claim: No Amount of 503(b)(9): No Based on Lease: No Subject to Right of Setoff: No	Nature of Secured Amount: Value of Property: Annual Interest Rate: Arrearage Amount: Basis for Perfection: Amount Unsecured:	
Submitted By: ALEX Josowitz on 12-Aug-2025 4:17:01 a.m. Pacific Time Title: CEO Company: A+ Operating LLC		

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement is made as of this 1st day of July, 2022 (the "Effective Date") by and between Avant Gardner, LLC ("Company") and Alex Josowitz, A Plus Operating LLC (the "Independent Contractor")(each a "Party" and collectively the "Parties").

WHEREAS, Company is a compound of stages and full-service event spaces located in Brooklyn, New York; and

WHEREAS, Company desires to engage Independent Contractor and Independent Contractor desires to be engaged by Company to provide Table Service Promotion on behalf of Company pursuant to the terms of this Agreement.

NOW THEREFORE, acknowledging the receipt of adequate consideration and intending to be legally bound, Company and Independent Contractor hereby agree as follows:

1. **ENGAGEMENT.** Company agrees to engage Independent Contractor, and Independent Contractor agrees to be engaged by Company as an independent contractor to provide Table Service Promotion services for Company upon the terms and conditions set forth herein.

2. **SERVICES TO BE PROVIDED BY INDEPENDENT CONTRACTOR.** Company hereby engages Independent Contractor as a Table Service Promoter. During the term of this Agreement, it shall be the primary duty of Independent Contractor to perform Table Service Promotion for Company (hereinafter, the "Services"). The specific Services to be performed by Independent Contractor are listed on Exhibit A hereto.

3. TERM & TERMINATION.

3.1 This Agreement is effective as of the Effective Date, and will terminate on August 1st, 2023 (the "**Termination Date**"), unless terminated earlier pursuant to subsection 3.2 below or extended by mutual consent of the Independent Contractor and the Company.

3.2 This Agreement may be terminated for any reason by either the Company or the Independent Contractor at any time prior to the Termination Date by giving seven days (7) days' written notice of termination to the other party.

3.3 Upon the termination of this Agreement for any reason, Independent Contractor shall be entitled to receive only Independent Contractor's owed and unpaid compensation hereunder, if any, and Independent Contractor shall not be entitled to any other payments of any kind from Company. Such payments shall be in full and complete discharge of any and all liabilities or obligations of Company to Independent Contractor under this Agreement. Independent Contractor agrees that Independent Contractor shall not be entitled to any additional or other compensation.

4. INDEPENDENT CONTRACTOR'S OBLIGATIONS.

4.1 Independent Contractor shall devote to Company the time, attention, and effort reasonably necessary to perform Table Service Promotion for Company, as described more fully in Exhibit A.

4.2 Independent Contractor shall not enter into any contract on behalf of, or otherwise bind Company without the prior written consent of Company.

5. **COMPENSATION & EXPENSES.** As full compensation for all Services rendered pursuant to this Agreement, Independent Contractor shall be entitled to receive the compensation set forth in Exhibit B annexed hereto. Such compensation shall be paid in accordance with the terms of such Exhibit B. Independent Contractor shall bear and assume all costs and expenses of every kind, including,

without limitation, travel and sustenance, in connection with Independent Contractor's efforts and activities under this Agreement, unless otherwise agreed in writing in advance by the Company.

6. **REPRESENTATIONS.** Independent Contractor represents and warrants, as of the date hereof and throughout the term of this Agreement, that: (a) Independent Contractor is not and shall not be a party to any agreements which would be violated or breached as a result of Independent Contractor's entry into this Agreement and/or carrying out of Independent Contractor's duties and obligations hereunder; and (b) Independent Contractor shall, discharge Independent Contractor's duties and responsibilities under this Agreement in compliance with all applicable Company policies and procedures and all applicable laws, rules and regulations.

7. CONFIDENTIALITY & INTELLECTUAL PROPERTY.

7.1 **Confidentiality.** Independent Contractor acknowledges that, during the term of this Agreement, Independent Contractor shall have access to highly-sensitive and proprietary information related to and created by Company which Independent Contractor would not otherwise encounter but for this Agreement ("Confidential Information"). During the term of this Agreement, and for all times thereafter, Independent Contractor will treat as confidential and, except as required in the good faith performance of Independent Contractor's services, will not disclose, divulge, exploit, publish, use or otherwise make available to the public or to any individual, firm or entity any Confidential Information. Independent Contractor further agrees that Independent Contractor will take all reasonable measures to protect the secrecy of, and avoid disclosure or use of, Confidential Information in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized hereunder to have any such information, which measures will include the highest degree of care that Independent Contractor utilizes to protect Independent Contractor's own information of a similar nature.

7.2 **Definition of Confidential Information.** For the purposes of this Agreement, "Confidential Information" means any information, whether disclosed orally, in writing or otherwise, by the Company to Independent Contractor, or which Independent Contractor may produce, obtain or otherwise acquire during the course of engagement by the Company, relating to the Company's business affairs; methods of operation; know-how; processes and techniques; source code; financial information; assets; inventory; procedures; scheduling; scale(s) of pay; purchase or acquisition costs; benefits; revenue; identities of clients, employees, vendors, suppliers, consultants, providers of professional services, contractors, subcontractor, licensors, licensees, distributors, suppliers, joint venturers, and/or customers; passwords; data; methodology; plans; programs; videos or other recordings; treatment plans or strategies; applications; reports; Cloud-based libraries and their contents; concepts; proposals; systems; research and development information; financial and marketing plans; business plans; databases; pricing and cost information; ideas; discoveries; formulas; and compositions; or any data or information developed by Independent Contractor pursuant to the performance of Independent Contractor's services hereunder. The term "Confidential Information" also includes information of third parties that the Company is contractually bound to keep confidential. The term "Confidential Information" also includes the terms and conditions of this Agreement. In consideration of the foregoing, Independent Contractor expressly agrees that Independent Contractor shall hold this Confidential Information in strict confidence and shall not disclose to any third party by any means, written, oral or otherwise, except in the performance of Independent Contractor's duties hereunder or otherwise use, copy or benefit from any trade secrets, proprietary or confidential information of, or relating to, Company, without Company's prior written consent.

7.3 **Excluded Information.** The term "Confidential Information" does not include information that Independent Contractor can document: (i) prior to the time of disclosure by Independent Contractor had become publicly available and generally known to the public, not as the direct or indirect result of any inaction or action by Independent Contractor or by any other person in violation of confidentiality obligations; (ii) is approved in advance by the Company for release; or (iii) Independent Contractor is required to disclose pursuant to a valid order of a court or other governmental body; provided, however, in connection with any such disclosure of Confidential Information under this subsection (iii) that Independent Contractor will: (w) first give written notice of such required disclosure to

the Company, (x) provide the Company with a reasonable opportunity to object or obtain a protective order requiring that the Confidential Information so disclosed be used only for the purposes for which the order was issued, (y) reasonably cooperate with the Company's efforts in connection with (x) above, and (z) minimize the extent of any such disclosure only to that which is absolutely required.

7.4 Application and Immunity Under the Economic Espionage Act of 1996, as amended by the Defend Trade Secrets Act of 2016. Independent Contractor understands, acknowledges and agrees that Independent Contractor has been advised that the unauthorized access, appropriation, copying, or possession of Confidential Information with the intent to use or convert such information for the economic benefit of any person or entity other than the Company could subject Independent Contractor to criminal liability under the Economic Espionage Act of 1996. However, notwithstanding any other provision of this Agreement, Independent Contractor understands that Independent Contractor will not be held criminally or civilly liable under any federal or state trade secret law for any disclosure of Confidential Information or a trade secret that is made: (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (ii) in a complaint or other document that is filed under seal in a lawsuit or other proceeding. Independent Contractor also understands that if Independent Contractor files a lawsuit for retaliation by the Company for Independent Contractor having reported a suspected violation of law, Independent Contractor may disclose the Company's Confidential Information or trade secrets to Independent Contractor's attorney and use the Confidential Information or trade secret information in the court proceeding if Independent Contractor files any document containing the Confidential Information/trade secret under seal and do not disclose the trade secret, except pursuant to court order.

7.5 Disclosures Required by Law. If Independent Contractor becomes legally obligated to disclose any Confidential Information, Independent Contractor shall provide Company with prompt notice so that Company may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Section 7.

7.6 Intellectual Property. As used herein, the term "Intellectual Property" means any and all new or useful art, discovery, improvement, technical development, or invention, whether or not patentable, and all related or other copyrights, trademarks, know-how, designs, logos, formulae, processes, code, manufacturing or other techniques, trade secrets, ideas, artworks, software or other copyrightable, trademarkable or patentable work, that Independent Contractor, solely or jointly with others, makes, conceives or reduces to Company that resulted from Independent Contractor's Services for Company under this Agreement. Independent Contractor agrees that all right, title and interest of every kind and nature whatsoever in and to the Intellectual Property created, made, discussed, developed, secured, obtained or learned by Independent Contractor during the term of this Agreement, or the 90-day period immediately following termination of this Agreement, shall be deemed "work for hire" and are hereby assigned to Company on a perpetual, worldwide and exclusive basis without further consideration, and shall be the sole and exclusive property of Company for any purposes or uses whatsoever, and shall be disclosed promptly by Independent Contractor to Company during the course of Independent Contractor's performance of the Services hereunder.

7.7 Company Property. All records arising from Independent Contractor's Services hereunder shall belong to Company. Upon the termination of this Agreement for any reason, Independent Contractor shall immediately deliver to Company any and all records (including, without limitation, any and all files, lists, books, electronic records or any copies thereof) which have any connection with or pertain to Company, and any and all other property belonging to Company.

7.8 Survival. This Section 7 shall survive the termination or non-renewal of this Agreement.

8. **NON-SOLICITATION.** During the term of this Agreement and for a period of one (1) year immediately after the expiration or termination of this Agreement for any reason, Independent Contractor will not, directly or indirectly, (a) call upon, solicit, divert or take away or attempt to solicit, divert or take

away any current or prospective clients, customers, distributors, wholesalers, contractors, suppliers or vendors, including but not limited to those with whom Independent Contractor became acquainted while engaged by Company pursuant to this Agreement or (b) solicit or attempt to solicit for employment or induce or attempt to induce an individual to leave the employ/engagement of Company any of Company's employees or contractors, including but not limited to those with whom Independent Contractor became acquainted while engaged by Company pursuant to this Agreement. This Section 8 shall survive the termination or non-renewal of this Agreement.

9. RIGHTS AND REMEDIES UPON BREACH. If the Independent Contractor breaches or threatens to commit a breach of any of the provisions of Sections 7 or 8 of this Agreement (the "Protective Covenants"), Independent Contractor agrees that such breach or threatened breach of the Protective Covenants would cause irreparable injury to Company and that money damages would not provide an adequate remedy to Company. Accordingly, and in addition to any other remedies that may be available, in law, in equity or otherwise, Company shall be entitled to obtain injunctive relief against the breach or threatened breach of this Agreement or the continuation of any such breach in any court of competent jurisdiction, without the necessity of proving actual damages and without the necessity of posting bond or other security.

10. OTHER CONSULTING ENGAGEMENTS. Nothing in this Agreement shall be construed to limit the ability of Independent Contractor to consult for other business entities, corporations, trade associations, charitable organizations, or individuals, provided Independent Contractor makes a reasonable and good faith determination that such consultation does not raise a foreseeable and substantial conflict of interest with Independent Contractor's duties to Company.

11. STATUS AS INDEPENDENT CONTRACTOR

11.1 Independent Contractor is an independent contractor and not an employee of, or partner or joint venturer with, Company or any of its subsidiaries or affiliates.

11.2 Nothing in this Agreement creates any agency, joint venture, partnership or other form of joint enterprise, employment or fiduciary relationship between the Parties or an employee/employer relationship. Neither Party has any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other Party or to bind the other Party to any contract, agreement or undertaking with any customer, vendor or other third party.

11.3 The operations of Independent Contractor are subject to the sole control of Independent Contractor. All persons employed or engaged by Independent Contractor are employees or contractors of Independent Contractor and not of Company. Independent Contractor shall be fully responsible for them and indemnify Company against any claims made by or on behalf of any such employee or contractors.

11.4 Company will not withhold from the compensation paid to Independent Contractor any amounts for the payment of taxes.

11.5 Independent Contractor will receive an IRS Form 1099-MISC from Company and any similar tax reporting notices required by the law of any foreign jurisdiction, and Independent Contractor shall be solely responsible for all federal, state, local taxes, and any taxes imposed by any foreign jurisdiction on the compensation.

11.6 Independent Contractor acknowledges that Independent Contractor shall not have a right or entitlement to participate in any of the pension, retirement, insurance, vacation, sick leave, or other benefit programs now or hereafter available to Company's employees.

11.7 While this Agreement is in force, Independent Contractor shall maintain in force adequate workers' compensation, commercial general liability, errors and omissions, and other forms of insurance as may be reasonably necessary, with policy limits sufficient to protect and indemnify Company

and its affiliates, and each of their officers, directors, agents, employees, subsidiaries, partners, members, controlling persons, and successors and assigns, from any losses resulting from Independent Contractor's or Independent Contractor's agents', contractors', servants' or employees' conduct, acts, or omissions. Company shall be listed as additional insured under such policies, and Independent Contractor shall forward a certificate of insurance verifying such insurance upon Company's written request, which certificate will indicate that such insurance policies may not be canceled before the expiration of a thirty (30) day notification period and that Company will be immediately notified in writing of any such notice of termination.

11.8 Independent Contractor is responsible for any and all costs or expenses that may incur in the performance of its obligations under this Agreement.

11.9 Independent Contractor has and shall continue to have the full right, corporate power and authority to enter into this Agreement, to grant the rights and licenses granted under this Agreement and to perform its obligations under this Agreement.

12. **GOVERNING LAW.** This Agreement, and all matters or disputes relating to the validity, construction, performance or enforcement hereof, and all matters relating to Company's engagement of Independent Contractor and the provision of Services by Independent Contractor, shall be governed by and construed in accordance with the laws of the State of New York without giving effect to conflict of law rules, except for any disputes regarding the validity, coverage or enforceability of the dispute resolution provision herein, including the class and collective waiver, which shall be governed by the Federal Arbitration Act.

13. **DISPUTE RESOLUTION.** Any dispute involving Company's engagement of Independent Contractor and the provision of Services by Independent Contractor or the interpretation or application of this Agreement shall be resolved by final and binding arbitration before one arbitrator designated by the American Arbitration Association ("AAA"), pursuant to the then prevailing rules of AAA for the resolution of commercial disputes, in New York, New York, whose decision shall be final and binding and subject to entry in any court of competent jurisdiction. This shall include, but not be limited to disputes concerning workplace discrimination, wage and/or overtime claims and/or all other statutory claims. Independent Contractor cannot participate in a representative capacity or as a member of any class of claims pertaining to any claim against Company. There is no right or authority for any claims subject to this Agreement to be arbitrated on a class or collective action basis or on any basis involving claims brought in a purported representative capacity on behalf of any other person or group of people similarly situated. Such claims are prohibited. Furthermore, claims brought by or against either Independent Contractor or Company may not be joined or consolidated in the arbitration with claims brought by or against any other person or entity unless otherwise agreed to in writing by all parties involved.

14. **MISCELLANEOUS.**

14.1 **Assignment.** Independent Contractor shall not assign, delegate or otherwise transfer this Agreement nor any of the rights and obligations hereunder without the prior written consent of Company. This Agreement may be assigned by Company to any entity, provided that such entity assumes in writing Company's obligations under this Agreement.

14.2 **Amendments; Waivers.** No amendment, modification, or waiver of any provision of this Agreement shall be binding unless in writing and signed by both parties. Each party's obligations under this Agreement are for the sole benefit of the other party and may be waived by such other party, in whole or in part, to the extent permitted by applicable law. Any consent or waiver executed in writing by a party shall be binding upon such party from and after the date of execution thereof unless a later or earlier date is specified therein. Any delay or failure to exercise any remedy or right under this Agreement (whether a default exists or not) shall not be construed as a waiver of such remedy or right, or an acquiescence in such default, nor shall it affect any subsequent default of the same or a different nature.

14.3 Notices. Any notices required or permitted to be given under this Agreement shall be sufficient if in writing, and shall be deemed to be given on the date such notice is (i) deposited in the United States mail, postage, prepaid, certified mail, return receipt requested or (ii) deposited with a commercial overnight delivery service, addressed to Independent Contractor at its principal business address, and addressed to Company at its principal business address, as set forth above, or such other addresses as the Parties may designate from time-to-time by notice satisfactory under this Section.

14.4 Indemnification. Independent Contractor will indemnify and hold Company and its members, officers, employees and affiliates harmless from any and all losses, claims, damages, suits, judgments, costs and expenses including court costs and reasonable attorney's fees incurred by Company arising from (a) any representations, promises, agreements or allowances made by Independent Contractor in writing, orally or otherwise to any party that are not approved in writing by Company; (b) the negligence or misconduct of Independent Contractor or Independent Contractor's employees or agents; or (c) Independent Contractor's breach or alleged breach of any of the representations, warranties and covenants set forth herein.

14.5 Limitation of Liability. EXCEPT FOR A BREACH OF SECTIONS 7 OR 8 AND INDEPENDENT CONTRACTOR'S INDEMNIFICATION OBLIGATIONS IN SECTION 14.4, NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, ARISING IN CONNECTION WITH THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR SPECIFIC PERFORMANCE.

14.6 Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties concerning the subject matter hereof and supersedes all prior agreements, understandings, memoranda or other such communication, inducements or conditions, whether express or implied, written or oral, . In the event that there are any prior existing agreements relating to Independent Contractor's relationship as an employee, independent contractor, or agent of Company, this Agreement shall supersede and replace any and all such prior agreements and any such agreement shall be null and void and of no effect whatsoever.

14.7 Severability. If any provision of this Agreement shall be declared invalid, illegal inoperative or unenforceable, then, notwithstanding such invalidity, illegality, inoperability or unenforceability, the remaining terms and provisions of this Agreement shall remain in full force and effect in the same manner as if the invalid or illegal provisions had not been contained herein.

14.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original instrument, and all such counterparts, when taken together, shall collectively constitute a single and binding agreement which may be sufficiently evidenced by one counterpart. Signatures exchanged via facsimile and PDF/email shall be binding. Any counterpart shall be admissible in court for the purpose of proving the authenticity and admissibility of this Agreement.

14.9 Cumulative Rights/Remedies. Except as otherwise provided herein, all rights and remedies set forth in this Agreement shall be cumulative and in addition to, and not exclusive of, any other rights or remedies to which Company may be entitled now or hereafter in law or in equity.

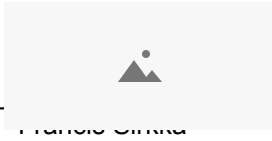
14.10 Further Assurances. The parties shall execute and deliver all documents, provide all information and take or forbear from all such action as may be reasonably necessary or appropriate to achieve the purposes set forth in this Agreement.

14.11 Headings. All headings and captions in this Agreement are for convenience of reference only. They shall not be deemed part of this Agreement and shall in no way define, limit, extend or describe the scope or intent of any provisions hereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written.

Avant Gardner

By: _____



Alex Josowitz - A Plus Operating LLC

By: _____

Alexander Josowitz

Alex Josowitz

EIN: 81-4610560

06 / 28 / 2022

EXHIBIT A

Services

Table Service Promotion.

EXHIBIT B

Compensation

- A. Independent Contractor shall be entitled to be paid a tier-based commission payout based on monthly table sales:
 - i. monthly table sales of up to \$49,000 will receive a 10% commission payout
 - ii. monthly table sales ranging from \$50,000 - \$100,000 will receive a 15% commission payout
 - iii. monthly table sales exceeding \$100,000 will receive a 17.5% commission payout
- B. All sales are net of sales tax, tips and any related administrative and facility/venue fees.
- C. Payment to you in accordance with this Exhibit B shall be made by the first (1st) day of each month with respect to services rendered by you on behalf of Company in the immediately preceding month.

All payments hereunder shall be made without withholdings or deductions and, as an independent contractor of Company, Independent Contractor shall be responsible for all deductions, payments and benefits required by law with respect to compensation paid to Independent Contractor hereunder, including, without limitation, withholding taxes, Social Security, unemployment insurance, Workers' Compensation insurance, state disability insurance and New York Paid Family Leave insurance.

Signature Certificate

Reference number: FXSIR-QM2GO-E4WF7-CJTWY

Signer	Timestamp	Signature
Alexander Josowitz Email: alexjos@ymail.com Sent: 28 Jun 2022 18:42:34 UTC Viewed: 28 Jun 2022 19:03:09 UTC Signed: 28 Jun 2022 21:23:58 UTC		
Recipient Verification: ✓ Email verified	28 Jun 2022 19:03:09 UTC	IP address: 174.197.140.109 Location: Brooklyn, United States

Document completed by all parties on:
28 Jun 2022 21:23:58 UTC

Page 1 of 1



Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 30,000+ companies worldwide.



INVOICE

A Plus Operating LLC
Alex Josowitz

9801 Collins Ave. Apt 11S
Bal Harbour FL. 33154

BILL TO

Brooklyn Mirage

INVOICE #

1

INVOICE DATE

1/19/23

DESCRIPTION

AMOUNT

December 23' commissions payout \$836.40

2023:12/22/23- James Hype	Xiaohan Ma	\$2,660.00		
2023:12/22/23- James Hype Total		\$2,660.00		
2023:12/31/23- Cityfox NYE	David Halberstam	\$3,412.00		
	Ian Read	\$2,292.00		
2023:12/31/23- Cityfox NYE Total		\$5,704.00		
		\$8,364.00	10%	\$836.40

INVOICE

A Plus Operating LLC
Alex Josowitz

9801 Collins Ave. Apt 11S
Bal Harbour FL. 33154

BILL TO

Brooklyn Mirage

INVOICE #

INVOICE DATE

2/7/24

1

DESCRIPTION

AMOUNT

June 2023 commissions \$19041.70

[-] Alex Joss	[-] 2023:06/03/23- John Summit	Jared Williams	\$6,320.00		
		Justin Soriano	\$2,773.00		
		Tyler King	\$5,325.00		
	2023:06/03/23- John Summit Total		\$14,418.00		
	[-] 2023:06/04/23- All Day I Dream	Kate Wander	\$5,603.00		
	2023:06/04/23- All Day I Dream Total		\$5,603.00		
	[-] 2023:06/09/23- Rezz	Dan Chen	\$4,065.00		
	2023:06/09/23- Rezz Total		\$4,065.00		
	[-] 2023:06/10/23- CityFox	Or Jiovanni Attias	\$4,100.00		
	2023:06/10/23- CityFox Total		\$4,100.00		
	[-] 2023:06/11/23- Excision	Wei Zheng	\$2,013.00		
		Yunxia Guan	\$2,036.00		
	2023:06/11/23- Excision Total		\$4,049.00		
	[-] 2023:06/14/23- Martin Garrix	Lu Shaomei	\$4,000.00		
		Wenqiang Zhao	\$4,506.00		
	2023:06/14/23- Martin Garrix Total		\$8,506.00		
	[-] 2023:06/15/23- Martin Garrix	Ami Ankari	\$3,005.00		
		Junlu Liu	\$6,036.00		
		Ka Kit Lee	\$3,246.00		
	2023:06/15/23- Martin Garrix Total		\$12,287.00		
	[-] 2023:06/16/23- Martin Garrix	Alen Chiu	\$5,650.00		
		Juan Q Weng	\$8,446.00		
		Linfei Zhang	\$3,128.00		
		Shihua Ou	\$7,894.00		
	2023:06/16/23- Martin Garrix Total		\$25,118.00		
	[-] 2023:06/17/23- Martin Garrix	Di Chen	\$4,000.00		
		Gabe Pesaturo	\$4,910.00		
		Moabin Chi	\$4,846.00		
		Yosef Lunger	\$4,800.00		
		Yuxiang Ian	\$6,229.00		
	2023:06/17/23- Martin Garrix Total		\$24,785.00		
	[-] 2023:06/29/23- Galantis	Steven Miller	\$2,395.00		
	2023:06/29/23- Galantis Total		\$2,395.00		
	[-] 2023:06/30/23- Galantis	Asad Ali	\$2,198.00		
	2023:06/30/23- Galantis Total		\$2,198.00		
				Splitting Commission with Ace Adam Gakin , John Summit, \$4500 \$ 10%= \$450/ 2 Split - \$225	
Alex Joss Total			\$107,524.00	17.5%	\$19,041.70

INVOICE

A Plus Operating LLC
Alex Josowitz

9801 Collins Ave. Apt 11S
Bai Harbour FL. 33154

BILL TO

Brooklyn Mirage

INVOICE #

INVOICE DATE

2/7/24

DESCRIPTION

AMOUNT

July 2023 commissions \$12301.50

☒ Alex Joss	☒ 2023:07/01/23- Keinmusik	Or Jiovanni Attias	\$5,612.00		
		Simcha Mendelson	\$7,642.00		
	2023:07/01/23- Keinmusik Total		\$13,254.00		
	☒ 2023:07/02/23- Meduza & James Hype	Di Chen	\$4,002.00		
	2023:07/02/23- Meduza & James Hype Total		\$4,002.00		
	☒ 2023:07/03/23- Lost Frequencies	Angie Yip	\$3,540.00		
	2023:07/03/23- Lost Frequencies Total		\$3,540.00		
	2023:07/06/23- Black Tiger Sex				
	☒ Machine	Felix Lin	\$1,500.00		
	2023:07/06/23- Black Tiger Sex Machine Total		\$1,500.00		
	☒ 2023:07/08/23- Mayan Warrior	Josh Lubin	\$6,112.00		
		Motti Itzkowitz	\$3,210.00		
		Zhenyang Gai	\$3,300.00		
	2023:07/08/23- Mayan Warrior Total		\$12,622.00		
	☒ 2023:07/16/23- Gordo	Adam Gakin	\$1,696.00		
		Juan Diaz	\$4,256.00		
		Mark Gakin	\$2,430.00		
	2023:07/16/23- Gordo Total		\$8,382.00		
	☒ 2023:07/20/23- Subtronics	Jesse Luo	\$4,474.00		
	2023:07/20/23- Subtronics Total		\$4,474.00		
	☒ 2023:07/22/23- Elrow	Eric Gomez	\$2,500.00		
		Or Jiovanni	\$6,544.00		
	2023:07/22/23- Elrow Total		\$9,044.00		
	☒ 2023:07/28/23- Zeds Dead	Di Chen	\$2,232.00		
		Yijie Cao	\$1,800.00		
	2023:07/28/23- Zeds Dead Total		\$4,032.00		
	☒ 2023:07/29/23- MK	Griffin Btynjolfsson	\$4,256.00		
		Nick Dimagio	\$7,202.00		
	2023:07/29/23- MK Total		\$11,458.00		
	☒ 2023:07/30/23- Gigantic Nightmare	Ming Lin	\$5,902.00		
	2023:07/30/23- Gigantic Nightmare Total		\$5,902.00		
Alex Joss Total			\$78,210.00	15%	\$12,301.50

SPLITTING COMMISSION
Sal & Alex
Mayan Warrior - 8/7
Alex Todani \$11,400 @
\$1,140.00/2 = \$570

INVOICE

A Plus Operating LLC
Alex Josowitz

9801 Collins Ave. Apt 11S
Bal Harbour FL. 33154

BILL TO

Brooklyn Mirage

INVOICE #

INVOICE DATE

2/9/24

1

DESCRIPTION

AMOUNT

August 2023 commissions \$20310.68

Alex Joss	- 2023:08/04/23- DeadMou5 Vs. Testpilot	George Willis	\$3,090.00		
	2023:08/04/23- DeadMou5 Vs. Testpilot Total		\$3,090.00		
	- 2023:08/05/23- Zamna Festival	Moshe Ohayon	\$8,500.00		
		Nirav Doshi	\$33,128.00		
	2023:08/05/23- Zamna Festival Total		\$41,628.00		
	- 2023:08/06/23- Indo Warehouse	Nitish Kohli	\$1,806.00		
	2023:08/06/23- Indo Warehouse Total		\$1,806.00		
	- 2023:08/10/23- Alan Walker	Angie Yip	\$5,288.00		
		Shihua Ou	\$5,564.00		
	2023:08/10/23- Alan Walker Total		\$10,852.00		
	- 2023:08/11/23- DJ Snake	Alvin Liu	\$4,398.00		
		Dan Chen	\$4,296.00		
		Hank Han	\$9,400.00		
		Huazhong Li	\$15,300.00		
		Linjie Liu	\$5,679.00		
		Meifeng Lin	\$4,802.00		
		XingXiang Gao	\$7,132.00		
	2023:08/11/23- DJ Snake Total		\$51,007.00		
	- 2023:08/19/23- Louis The Child	Eden Sanderson	\$4,510.00		
	2023:08/19/23- Louis The Child Total		\$4,510.00		
	- 2023:08/20/23- Steve Angelo	Ami Anakri	\$3,168.00		
	2023:08/20/23- Steve Angelo Total		\$3,168.00		
Alex Joss Total			\$116,061.00	17.5%	\$20,310.68

[- Alex Joss	[- 2023:09/01/23- Ezoo Afters Fisher	Cristian Quintero	\$2,246.00		
		Ian Read	\$8,178.00		
		Sharon Chun	\$4,056.00		
		Sudipita Chowdhury	\$3,244.00		
	2023:09/01/23- Ezoo Afters Fisher Total		\$17,724.00		
	2023:09/02/23- Ezoo Afters Liquid				
	[- Stranger	Hank Han	\$3,606.00		
	2023:09/02/23- Ezoo Afters Liquid Stranger Total		\$3,606.00		
	2023:09/03/23- Ezoo Afters Green				
	[- Velvet x Dom Dolla x John Summit	Hank Han	\$7,038.00		
	2023:09/03/23- Ezoo Afters Green Velvet x Dom Dolla x John Summit Total		\$7,038.00		
	[- 2023:09/03/23- Ezoo Afters Tiesto	Haoxuan Cai	\$5,010.00		
		Zhenyu Hu	\$6,410.00		
	2023:09/03/23- Ezoo Afters Tiesto Total		\$11,420.00		
	[- 2023:09/08/23- Afterlife	Dan Delaney	\$12,586.00		
		Mair Aranbayev	\$21,710.00		
		Steve Ning	\$35,773.00		
	2023:09/08/23- Afterlife Total		\$70,069.00		
	[- 2023:09/09/23- Afterlife	Ami Ankari	\$8,566.00		
		Sebastian Osorio	\$8,010.00		
		Tom Leydiker	\$11,244.00		
	2023:09/09/23- Afterlife Total		\$27,820.00		
	[- 2023:09/10/23- Afterlife	Moty Brisk	\$10,024.00		
	2023:09/10/23- Afterlife Total		\$10,024.00		
	[- 2023:09/16/23- Adriatique	Ibrahim Sheikh	\$4,242.00		
	2023:09/16/23- Adriatique Total		\$4,242.00		
	[- 2023:09/17/23- All Day I Dream	Alex Todani	\$4,800.00		
	2023:09/17/23- All Day I Dream Total		\$4,800.00		
	[- 2023:09/30/23- Pretty Lights	Louis Robinson	\$1,668.00		
				SPLITTING COMMISSION Ace & Alex Ezoo After Griz 9/1 - Adam Paiting - \$3,200 Adritique 9/16 - Simcha Mendelson - \$2526 Total: \$5,725.00 @ 10% \$572.60 / 2 =\$286.30	
	2023:09/30/23- Pretty Lights Total		\$1,668.00		
Alex Joss Total			\$158,411.00	17.5%	\$28,008.23

INVOICE

A Plus Operating LLC
Alex Josowitz

9801 Collins Ave. Apt 11S
Bal Harbour FL. 33154

BILL TO

Brooklyn Mirage

INVOICE #

INVOICE DATE

2/9/24

1

DESCRIPTION

AMOUNT

October 2023 commissions \$9052.35

[-] Alex Joss	[-] 2023:10/07/23- Black Coffee Afterparty	Alex Babakhanov	\$13,050.00		
		John Dantonio	\$8,010.00		
		Natalie Lino	\$5,000.00		
	2023:10/07/23- Black Coffee Afterparty Total		\$26,060.00		
	[-] 2023:10/08/23- Slander	Janet Li	\$2,046.00		
		Liyu Cao	\$4,045.00		
		Wei Ben Li	\$7,006.00		
		Yinyin Li	\$2,000.00		
	2023:10/08/23- Slander Total		\$15,097.00		
	[-] 2023:10/14/23- Diplo	Aman Khachatryan	\$1,500.00		
		Thomas Tesauro	\$2,532.00		
	2023:10/14/23- Diplo Total		\$4,032.00		
	[-] 2023:10/26/23- Gorgon City	Tony Chee Wei Chiu	\$848.00		
	2023:10/26/23- Gorgon City Total		\$848.00		
	[-] 2023:10/28/23- Cityfox Halloween	Carlos Licon	\$1,710.00		
		Eli Plishtaev	\$9,558.00		
		Roman Rayham	\$3,044.00		
	2023:10/28/23- Cityfox Halloween Total		\$14,312.00		
Alex Joss Total			\$60,349.00	15%	\$9,052.35

Fill in this information to identify the case:

Debtor 1 _____

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: _____ District of _____

Case number _____

Official Form 410**Proof of Claim****04/16**

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim**1. Who is the current creditor?**

Name of the current creditor (the person or entity to be paid for this claim) _____

Other names the creditor used with the debtor _____

2. Has this claim been acquired from someone else?☐ No☐ Yes. From whom? _____**3. Where should notices and payments to the creditor be sent?**Federal Rule of
Bankruptcy Procedure
(FRBP) 2002(g)**Where should notices to the creditor be sent?**

Name _____

Number _____ Street _____

City _____ State _____ ZIP Code _____

Contact phone _____

Contact email _____

Where should payments to the creditor be sent? (if different)

Name _____

Number _____ Street _____

City _____ State _____ ZIP Code _____

Contact phone _____

Contact email _____

Uniform claim identifier for electronic payments in chapter 13 (if you use one):
_____**4. Does this claim amend one already filed?**☐ No☐ Yes. Claim number on court claims registry (if known) _____Filed on _____
MM / DD / YYYY**5. Do you know if anyone else has filed a proof of claim for this claim?**☐ No☐ Yes. Who made the earlier filing? _____

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? ☐ No
☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ____ _

7. How much is the claim? \$ _____. Does this amount include interest or other charges?
☐ No
☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.
- _____

9. Is all or part of the claim secured? ☐ No
☐ Yes. The claim is secured by a lien on property.
- Nature of property:**
- ☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
- ☐ Motor vehicle
- ☐ Other. Describe: _____
- Basis for perfection:** _____
- Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
- Value of property:** \$ _____
- Amount of the claim that is secured:** \$ _____
- Amount of the claim that is unsecured:** \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)
- Amount necessary to cure any default as of the date of the petition:** \$ _____
- Annual Interest Rate** (when case was filed) _____ %
- ☐ Fixed
- ☐ Variable

10. Is this claim based on a lease? ☐ No
☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? ☐ No
☐ Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☐ No

☐ Yes. Check one:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

☐ Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

☐ Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

Amount entitled to priority

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

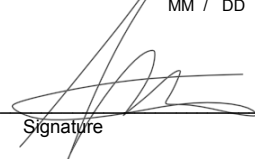
☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date _____
MM / DD / YYYY


Signature

Print the name of the person who is completing and signing this claim:

Name _____
First name Middle name Last name

Title _____

Company _____
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address _____
Number Street

City State ZIP Code

Contact phone _____ Email _____

Instructions for Proof of Claim

These instructions and definitions generally explain the law. In certain circumstances, such as bankruptcy cases that debtors do not file voluntarily, exceptions to these general rules may apply. You should consider obtaining the advice of an attorney, especially if you are unfamiliar with the bankruptcy process and privacy regulations.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both.
18 U.S.C. §§ 152, 157 and 3571.

How to fill out this form

- Fill in all of the information about the claim as of the date the case was filed.
- Fill in the caption at the top of the form.
- If the claim has been acquired from someone else, then state the identity of the last party who owned the claim or was the holder of the claim and who transferred it to you before the initial claim was filed.
- Attach any supporting documents to this form.
Attach redacted copies of any documents that show that the debt exists, a lien secures the debt, or both. (See the definition of *redaction* on the next page.)
Also attach redacted copies of any documents that show perfection of any security interest or any assignments or transfers of the debt. In addition to the documents, a summary may be added. Federal Rule of Bankruptcy Procedure (called “Bankruptcy Rule”) 3001(c) and (d).
- Do not attach original documents because attachments may be destroyed after scanning.
- If the claim is based on delivering health care goods or services, do not disclose confidential health care information. Leave out or redact confidential information both in the claim and in the attached documents.

- A *Proof of Claim* form and any attached documents must show only the last 4 digits of any social security number, individual’s tax identification number, or financial account number, and only the year of any person’s date of birth. See Bankruptcy Rule 9037.
- For a minor child, fill in only the child’s initials and the full name and address of the child’s parent or guardian. For example, write *A.B., a minor child (John Doe, parent, 123 Main St., City, State)*. See Bankruptcy Rule 9037.

Confirmation that the claim has been filed

To receive confirmation that the claim has been filed, either enclose a stamped self-addressed envelope and a copy of this form or go to the court’s PACER system (www.pacer.psc.uscourts.gov) to view the filed form.

Understand the terms used in this form

Administrative expense: Generally, an expense that arises after a bankruptcy case is filed in connection with operating, liquidating, or distributing the bankruptcy estate.
11 U.S.C. § 503.

Claim: A creditor’s right to receive payment for a debt that the debtor owed on the date the debtor filed for bankruptcy. 11 U.S.C. §101 (5). A claim may be secured or unsecured.

Creditor: A person, corporation, or other entity to whom a debtor owes a debt that was incurred on or before the date the debtor filed for bankruptcy. 11 U.S.C. §101 (10).

Debtor: A person, corporation, or other entity who is in bankruptcy. Use the debtor's name and case number as shown in the bankruptcy notice you received. 11 U.S.C. § 101 (13).

Evidence of perfection: Evidence of perfection of a security interest may include documents showing that a security interest has been filed or recorded, such as a mortgage, lien, certificate of title, or financing statement.

Information that is entitled to privacy: A *Proof of Claim* form and any attached documents must show only the last 4 digits of any social security number, an individual's tax identification number, or a financial account number, only the initials of a minor's name, and only the year of any person's date of birth. If a claim is based on delivering health care goods or services, limit the disclosure of the goods or services to avoid embarrassment or disclosure of confidential health care information. You may later be required to give more information if the trustee or someone else in interest objects to the claim.

Priority claim: A claim within a category of unsecured claims that is entitled to priority under 11 U.S.C. §507(a). These claims are paid from the available money or property in a bankruptcy case before other unsecured claims are paid. Common priority unsecured claims include alimony, child support, taxes, and certain unpaid wages.

Proof of claim: A form that shows the amount of debt the debtor owed to a creditor on the date of the bankruptcy filing. The form must be filed in the district where the case is pending.

Redaction of information: Masking, editing out, or deleting certain information to protect privacy. Filers must redact or leave out information entitled to **privacy** on the *Proof of Claim* form and any attached documents.

Secured claim under 11 U.S.C. §506(a): A claim backed by a lien on particular property of the debtor. A claim is secured to the extent that a creditor has the right to be paid from the property before other creditors are paid. The amount of a secured claim usually cannot be more than the value of the particular property on which the creditor has a lien. Any amount owed to a creditor that is more than the value of the property normally may be an unsecured claim. But exceptions exist; for example, see 11 U.S.C. § 1322(b) and the final sentence of 1325(a).

Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment may be a lien.

Setoff: Occurs when a creditor pays itself with money belonging to the debtor that it is holding, or by canceling a debt it owes to the debtor.

Uniform claim identifier: An optional 24-character identifier that some creditors use to facilitate electronic payment.

Unsecured claim: A claim that does not meet the requirements of a secured claim. A claim may be unsecured in part to the extent that the amount of the claim is more than the value of the property on which a creditor has a lien.

Offers to purchase a claim

Certain entities purchase claims for an amount that is less than the face value of the claims. These entities may contact creditors offering to purchase their claims. Some written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court, the bankruptcy trustee, or the debtor. A creditor has no obligation to sell its claim. However, if a creditor decides to sell its claim, any transfer of that claim is subject to Bankruptcy Rule 3001(e), any provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.) that apply, and any orders of the bankruptcy court that apply.

Do not file these instructions with your form.