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

In re:

AGDP HOLDING INC., et al., 1

Debtors.

Chapter 11

Case No. 25-11446 ([•])

(Joint Administration Requested)

DEBTORS' APPLICATION FOR ENTRY OF AN ORDER AUTHORIZING THE DEBTORS TO EMPLOY AND RETAIN KURTZMAN CARSON CONSULTANTS, LLC DBA VERITA GLOBAL AS CLAIMS AND NOTICING AGENT EFFECTIVE AS OF THE PETITION DATE

The above-captioned debtors and debtors in possession (collectively, the "Debtors") respectfully state the following in support of this application (this "Section 156(c) Application").<sup>2</sup>

#### RELIEF REQUESTED

The Debtors seek entry of an order, substantially in the form attached hereto as **Exhibit C** (the "Proposed Order"), authorizing the Debtors to employ and retain Kurtzman Carson Consultants, LLC dba Verita Global ("Verita") as the claims and noticing agent (the "Claims and Noticing Agent") in these chapter 11 cases. In support of this Section 156(c) Application, the Debtors rely upon and incorporate by reference the Declaration of Evan Gershbein in Support of Debtors' Application for Entry of an Order Authorizing the Debtors to Employ and Retain Kurtzman Carson Consultants, LLC dba Verita Global as Claims and Noticing Agent Effective as

<sup>&</sup>lt;sup>2</sup> A detailed description of the Debtors and their businesses, and the facts and circumstances supporting this Motion and the Debtors' chapter 11 cases, are set forth in greater detail in the Declaration of Gary Richards in Support of Chapter 11 Petitions and First Day Pleadings (the "First Day Declaration"), filed contemporaneously herewith. Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the First Day Declaration



<sup>&</sup>lt;sup>1</sup> The Debtors in these chapter 11 cases, together with the last four digits of the Debtors' federal tax identification number, are AGDP Holding Inc. (6504); Avant Gardner, LLC (6504); AG Management Pool LLC (9962); EZ Festivals LLC (8854); Made Event LLC (6272); and Reynard Productions, LLC (5431). The Debtors' service address is 140 Stewart Ave, Brooklyn, NY 11237, Attn: General Counsel.

of the Petition Date (the "Gershbein Declaration") attached hereto as **Exhibit B**, and the First Day Declaration,<sup>3</sup> filed contemporaneously herewith. In further support of this Section 156(c) Application, the Debtors respectfully state as follows:

## **JURISDICTION AND VENUE**

- 1. The United States Bankruptcy Court for the District of Delaware (the "Court") has jurisdiction to consider this Section 156(c) Application under 28 U.S.C. § 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated as of February 29, 2012. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Under Rule 9013-1(f) of the Local Rules of the United States Bankruptcy Court for the District of Delaware (the "Local Rules"), the Debtors consent to the entry of a final order by the Court in connection with this Section 156(c) Application to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.
- 2. Venue of these chapter 11 cases and this Section 156(c) Application in this district is proper under 28 U.S.C. §§ 1408 and 1409.
- 3. The statutory and legal predicates for the relief requested herein are section 156(c) of title 28 of the United States Code, sections 105(a) and 503(b)(1)(A) of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the "Bankruptcy Code"), Rule 2002 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Local Rule 2002-1(e).

#### **BACKGROUND**

4. The Debtors operate a multi-space entertainment venue complex, specializing in large-scale live entertainment—concerts, festivals, corporate functions, and multimedia events—

<sup>&</sup>lt;sup>3</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the First Day Declaration.

and is known for state-of-the-art audiovisual production, including a 2022 upgrade featuring one of the world's highest-resolution video walls. The Debtors focus on industry-leading production capabilities, immersive audiovisual experiences, and status as one of North America's largest standing-room-only entertainment venues.

- 5. On the date hereto, (the "<u>Petition Date</u>"), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in the Court. The Debtors continue to operate their businesses and manage their properties as debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No party has requested the appointment of a trustee or examiner in these cases, and no statutory committee has been appointed.
- 6. Additional information regarding the Debtors' businesses, capital structures and circumstances preceding the Petition Date may be found in the First Day Declaration.

### RELIEF REQUESTED

- 7. By this Section 156(c) Application, the Debtors seek entry of the Proposed Order appointing Verita as the Claims and Noticing Agent in these chapter 11 cases to, among other things, assume responsibility for the distribution of notices and the maintenance, processing, and docketing of proofs of claim filed in these chapter 11 cases, effective as of the Petition Date. The terms of retention and employment of Verita are set forth in that certain services agreement (the "Services Agreement"), attached hereto as **Exhibit A**; provided, however, that the Debtors are seeking approval solely of the terms and provisions as set forth in this Section 156(c) Application and the Proposed Order attached hereto.
- 8. The Debtors' selection of Verita to act as the Claims and Noticing Agent satisfies the Court's Protocol for the Employment of Claims and Noticing Agents Under 28 U.S.C. § 156(c) (the "Claims Agent Protocol"), instituted by the Office of the Clerk of the Bankruptcy Court (the "Clerk") on February 1, 2012, in that the Debtors have obtained and reviewed engagement

proposals from at least two other Court-approved claims and noticing agents to ensure selection through a competitive process. Moreover, the Debtors submit, based on all engagement proposals obtained and reviewed, that Verita's rates are competitive and reasonable given Verita's quality of services and expertise.

- 9. Although the Debtors have not yet filed their schedules of assets and liabilities, they anticipate that there will be in excess of 10,000 entities to be noticed. In view of the number of anticipated claimants and the complexity of the Debtors' businesses, the Debtors submit that the appointment of a claims and noticing agent is both necessary and in the best interests of both the Debtors' estates and their creditors.
- 10. By separate application, the Debtors will seek authorization to retain and employ Verita as administrative advisor in these chapter 11 cases, pursuant to section 327(a) of the Bankruptcy Code, as the administration of these chapter 11 cases may require Verita to perform duties outside the scope of 28 U.S.C. § 156(c).

#### **VERITA'S QUALIFICATIONS**

both the legal and administrative aspects of large, complex chapter 11 cases. Verita's professionals have experience in noticing, claims administration, solicitation, balloting, and facilitating other administrative aspects of chapter 11 cases and experience in matters of this size and complexity. Indeed, Verita has acted as the official claims and noticing agent in many large bankruptcy cases pending in this district and other districts nationwide. Verita's cases in this district include: In re F21 OpCo, LLC, Case No. 25-10469 (MFW) (Bankr. D. Del. Mar. 16, 2025); In re Fisker Inc. et al., Case No. 24-11390 (TMH) (Bankr. D. Del. Jun 19, 2024); In re Supply Source Enters., Inc., et al., Case No. 24-11054 (BLS) (Bankr. D. Del. Jun. 13, 2024); In re ProSomnus, Inc., et al., Case No. 24-10972 (JTD) (Bankr. D. Del. May 9, 2024); In re

Sticky's Holding LLC, et al., Case No. 24-10856 (JKS) (Bankr. D. Del. Apr. 26, 2024); In re SC Healthcare Holding, LLC, et al., Case No. 24-10443 (TMH) (Bankr. D. Del. Mar. 22, 2024); In re Cano Health, Inc., et. al., Case No. 24-10164 (KBO) (Bankr. D. Del. Feb. 6, 2024); In re InVivo Therapeutics Corporation, et al., Case No. 24-10137 (MFW) (Bankr. D. Del. Feb. 6, 2024); In re AN Global, LLC, et al. Case No. 23-11294 (JKS) (Bankr. D. Del. Aug. 29, 2023); In re Proterra Inc, et al., Case No. 23-11120 (BLS) (Bankr. D. Del. Aug. 7, 2023); In re PGX Holdings, Inc., et al., Case No. 23-10718 (CTG) (Bankr. D. Del. June 6, 2023); In re Plastiq Inc., et al., Case No. 23-10671 (BLS) (Bankr. D. Del. May 25, 2023); In re Christmas Tree Shops, LLC, et al., Case No. 23-10576 (TMH) (Bankr. D. Del. May 9, 2023); In re Structurlam Mass Timber U.S., Inc., et al., Case No. 23-10497 (CTG) (Bankr. D. Del. Apr. 26, 2023); In re CBC Restaurant Corp., et al., Case No. 23-10245 (KBO) (Bankr. D. Del. Mar. 3, 2023); In re Starry Grp. Holdings, Inc., et al., Case No. 23-10219 (KBO) (Bankr. D. Del. Feb. 22, 2023); In re Stanadayne LLC, et al., Case No. 23-10207 (JTD) (Bankr. D. Del. Feb. 22, 2023); In re Tricida, Inc., Case No. 23-10024 (JTD) (Bankr. D. Del. Jan. 13, 2023); In re Carestream Health, Inc., et al., Case No. 22-10778 (JKS) (Bankr. D. Del. Aug. 26, 2022); In re First Guar. Mortg. Corp., et al., Case No. 22-10584 (CTG) (Bankr. D. Del. July 1, 2022).

12. The appointment of Verita as the Claims and Noticing Agent in these chapter 11 cases will expedite the distribution of notices and the processing of claims, facilitate other administrative aspects of these chapter 11 cases, and relieve the Clerk of these administrative burdens. Given the nature of these chapter 11 cases, the Debtors believe that the appointment of Verita as the Claims and Noticing Agent will serve to maximize the value of the Debtors' estates for all stakeholders.

#### SERVICES TO BE PROVIDED BY VERITA

- 13. This Section 156(c) Application pertains only to the work to be performed by the Claims and Noticing Agent under the Clerk's delegation of duties permitted by 28 U.S.C. § 156(c) and Local Rule 2002-1(e), and any work to be performed by the Claims and Noticing Agent outside of this scope is not covered by this Section 156(c) Application. Specifically, the Claims and Noticing Agent will perform the following tasks in its role as claims and noticing agent (the "Claims and Noticing Services"), as well as all quality control relating thereto:
  - (a) prepare and serve required notices and documents in the chapter 11 cases in accordance with the Bankruptcy Code and the Bankruptcy Rules in the form and manner directed by the Debtors and/or the Court, including, without limitation: (i) notice of the commencement of the chapter 11 cases and the initial meeting of creditors under section 341(a) of the Bankruptcy Code, (ii) notice of any claims bar date, (iii) notices of transfers of claims, (iv) notices of objections to claims and objections to transfers of claims, (v) notices of any hearings on a disclosure statement and confirmation of the Debtors' chapter 11 plan or plans, including under Bankruptcy Rule 3017(d), (vi) notice of the effective date of any plan, and (vii) all other notices, orders, pleadings, publications and other documents as the Debtors or Court may deem necessary or appropriate for an orderly administration of the cases;
  - (b) maintain an official copy of the Debtors' schedules of assets and liabilities and statements of financial affairs (collectively, the "Schedules"), listing the Debtors' known creditors and the amounts owed thereto:
  - (c) maintain (i) a list of all potential creditors, equity holders and other parties-in-interest; and (ii) a "core" mailing list consisting of all parties described in sections 2002(i), (j) and (k) and those parties that have filed a notice of appearance pursuant to Bankruptcy Rule 9010; update said lists and make said lists available upon request by a party-in-interest or the Clerk (within 48 hours);
  - (d) furnish a notice to all potential creditors of the last date for the filing of proofs of claim and a form for the filing of a proof of claim, after such notice and form are approved by this Court, and notify said potential creditors of the existence, amount and classification of their respective claims as set forth in the Schedules, which may be effected by inclusion of such information (or the lack thereof, in cases where the Schedules indicate no debt due to the subject party) on a customized proof of claim form provided to potential creditors;
  - (e) maintain a post office box or address for the purpose of receiving claims and returned mail, and process all mail received;

- (f) for all notices, motions, orders or other pleadings or documents served, prepare and file or cause to be filed with the Clerk an affidavit or certificate of service within seven (7) business days of service which includes (i) either a copy of the notice served or the docket numbers(s) and title(s) of the pleading(s) served, (ii) a list of persons to whom it was mailed (in alphabetical order) with their addresses, as appropriate, (iii) the manner of service, and (iv) the date served;
- (g) process all proofs of claim received, including those received by the Clerk's Office, and check said processing for accuracy, and maintain the original proofs of claim in a secure area;
- (h) maintain the official claims register for each Debtor (the "Claims Registers") on behalf of the Clerk; upon the Clerk's request, provide the Clerk with certified, duplicate unofficial Claims Registers; and specify in the Claims Registers the following information for each claim docketed: (i) the claim number assigned, (ii) the date received, (iii) the name and address of the claimant and agent, if applicable and in accordance with any orders governing the redaction of information, who filed the claim, (iv) the amount asserted, (v) the asserted classification(s) of the claim (e.g., secured, unsecured, priority, etc.), (vi) the applicable Debtor, and (vii) any disposition of the claim;
- (i) maintain a separate claims register and separate creditor mailing matrix for each debtor in jointly administered cases;
- (j) implement necessary security measures to ensure the completeness and integrity of the Claims Registers and the safekeeping of the original claims;
- (k) record all Transfers of Claims and make changes to the creditor matrix after the objection period has expired. Verita shall also record any order entered by the Court that may affect the claim by making a notation on the claims register and monitor the Court's docket for any claims related pleading filed and make necessary notations on the claims register. No claim or claim information should be deleted for any reason;
- (l) relocate, by messenger or overnight delivery, all of the court-filed proofs of claim to the offices of the Claims and Noticing Agent, not less than weekly;
- (m)file a quarterly updated claims register with the Court in alphabetical and numerical order. If there has been no claims activity, Verita may file a Certification of No Claim Activity;
- (n) monitor the Court's docket for all notices of appearance, address changes, and claims-related pleadings and orders filed and make necessary notations on and/or changes to the Claims Registers and any service or mailing lists, including to identify and eliminate duplicative names and addresses from such lists:

- (o) assist in the dissemination of information to the public and respond to requests for administrative information regarding the case as directed by the Debtors or the Court, including through the use of a case website and/or call center;
- (p) allow public access to claims and the claims register at no charge. The complete proof of claim and any attachment thereto shall be viewable and accessible by the public, subject to Local Rule 9037-1; within fourteen (14) days of entry of an Order dismissing a case or within twenty-eight (28) days of entry of a Final Decree, Verita shall (i) forward to the Clerk an electronic version of all imaged claims, (ii) upload the creditor mailing list into CM/ECF and (iii) docket a Final Claims Register. If a case has jointly administered entities, one combined register shall be docketed in the lead case containing claims of all cases;
- (q) within the earlier to occur of (a) fourteen (14) days of entry of an Order converting a case and (b) entry of a termination order, Verita shall (i) forward to the Clerk an electronic version of all imaged claims; (ii) upload the creditor mailing list into CM/ECF and (iii) docket a Final Claims Register. If a case has jointly administered entities, one combined claims register shall be docked in the lead case containing claims of all cases. A Final Claims Register and creditor mailing matrix shall also be docketed in each jointly administered case containing the claims and creditor mailing matrix parties, respectively, of only that specific case;
- (r) Upon conversion of a chapter 11 case to a chapter 7 case, if there are more than two hundred (200) creditors, Verita shall (i) continue to serve all notices required to be served, at the direction of the chapter 7 trustee or the Clerk's Office or (ii) submit a termination order.

#### **VERITA'S COMPENSATION**

14. The Debtors are proposing to compensate Verita for the Claims and Noticing Services set forth above in accordance with the Services Agreement and the rate structure attached thereto. The Debtors request that the undisputed fees and expenses incurred by Verita in the performance of the Claims and Noticing Services be treated as administrative expenses of the Debtors' chapter 11 estates pursuant to section 156(c) and section 503(b)(1)(A) of the Bankruptcy Code and be paid in the ordinary course of business without further application to, or order, of the Court.

- 15. Verita agrees to maintain records of all Claims and Noticing Services, including dates, categories of services, fees charged, and expenses incurred. Verita further agrees to serve monthly invoices on the Debtors, the U.S. Trustee, counsel for the Debtors, counsel for any official committee(s) monitoring the expenses of the Debtors, and any party-in-interest who specifically requests service of the monthly invoices. If any dispute arises relating to the Services Agreement or the monthly invoices, the parties shall meet and confer in an attempt to resolve the dispute. If a resolution is not achieved, the parties may seek resolution of the matter from the Court.
- 16. Prior to the Petition Date, the Debtors provided Verita a retainer in the amount of \$30,000, which remains undrawn. Verita seeks to first apply the retainer to all pre-petition invoices, and thereafter, to have the retainer replenished to the original retainer amount, and thereafter, to hold the retainer under the Services Agreement during the cases as security for the payment of fees and expenses incurred under the Services Agreement.
- 17. Additionally, under the terms of the Services Agreement, the Debtors have agreed, subject to certain exceptions, to indemnify, defend, and hold harmless Verita and its affiliates, members, directors, officers, employees, consultants, subcontractors, and agents under certain circumstances specified in the Services Agreement, except in circumstances resulting solely from Verita's gross negligence or willful misconduct or as otherwise provided in the Services Agreement or the Proposed Order. The Debtors believe that such an indemnification obligation is customary, reasonable, and necessary to retain the services of a Claims and Noticing Agent in these chapter 11 cases.

#### **VERITA'S DISINTERESTEDNESS**

18. Although the Debtors do not propose to employ Verita under section 327 of the Bankruptcy Code pursuant to this Section 156(c) Application (such retention will be sought by separate application), Verita has nonetheless reviewed its conflicts system to determine whether it 33411380.8

has any relationships with the creditors and initial parties in interest identified by the Debtors. Verita has represented to the Debtors that to the best of its knowledge, and except as set forth in the Gershbein Declaration, neither Verita nor any of its professionals have any relationship with the Debtors that would impair Verita's ability to serve as Claims and Noticing Agent. To the extent that Verita or its personnel have, or may have had, relationships with certain of the Debtors' creditors as described in the Gershbein Declaration, Verita has represented to the Debtors that those matters are wholly unrelated to these chapter 11 cases.

- 19. In connection with its retention as claims and noticing agent, the Claims and Noticing Agent represents in the Gershbein Declaration, among other things, that:
  - (a) Verita is not a creditor, equity security holder, or insider of the Debtors;
  - (b) Verita will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as Claims and Noticing Agent;
  - (c) by accepting employment in these chapter 11 cases, Verita waives any right to receive compensation from the United States government in connection with these chapter 11 cases;
  - (d) in its capacity as Claims and Noticing Agent, Verita will not be an agent of the United States and will not act on behalf of the United States;
  - (e) Verita will not employ any past or present employees of the Debtors in connection with its work as Claims and Noticing Agent;
  - (f) Verita is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code with respect to the matters upon which it is to be engaged;
  - (g) in its capacity as Claims and Noticing Agent in these chapter 11 cases, Verita will not intentionally misrepresent any fact to any person;
  - (h) Verita shall be under the supervision and control of the Clerk's office with respect to the receipt and recordation of claims and claim transfers;
  - (i) Verita will comply with all requests of the Clerk's office and guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C.§156(c); and
  - (j) none of the services provided by Verita as Claims and Noticing Agent in these chapter 11 cases shall be at the expense of the Clerk's office.

20. Verita will supplement its disclosure to the Court if any facts or circumstances are discovered that would require such additional disclosure.

### COMPLIANCE WITH CLAIMS AND NOTICING AGENT PROTOCOL

21. This Section 156(c) Application complies with the *Protocol for the Employment of Claims and Noticing Agents* under 28 U.S.C. § 156(c) and conforms to the standard Section 156(c) Application used in this district.

#### **BASIS FOR RELIEF**

# I. RETENTION AND EMPLOYMENT OF VERITA AS CLAIMS AND NOTICING AGENT IS PERMITTED

22. The Debtors submit that the requested relief is appropriate pursuant to section 28 U.S.C. § 156(c), section 105 of the Bankruptcy Code, Bankruptcy Rule 2002 and Local Rule 2002-1(e). The Court is permitted to appoint Verita as Claims and Noticing Agent in these chapter 11 cases. Pursuant to 28 U.S.C. § 156(c), this Court is authorized to utilize agents and facilities other than the Clerk for the administration of bankruptcy cases. Specifically, 28 U.S.C. § 156(c) provides, in relevant part, as follows:

Any court may utilize facilities or services, either on or off the court's premises, which pertain to the provision of notices, dockets, calendars and other administrative information to parties in cases filed under the provisions of title 11, United States Code, where the costs of such facilities or services are paid for out of the assets of the estate and are not charged to the United States.

28 U.S.C. § 156(c). Further, section 105(a) of the Bankruptcy Code provides, in pertinent part, as follows:

The court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title. No provision of this title providing for the raising of an issue by a party in interest shall be construed to preclude the court from, sua sponte, taking any action or making any determination necessary or appropriate to enforce or implement court orders or rules, or to prevent an abuse of process.

11 U.S.C. § 105(a). Moreover, Bankruptcy Rule 2002, which regulates the notices that must be provided to creditors and other parties in interest in a bankruptcy case, provides that the Court may direct that a person other than the Clerk give notice of the various matters described therein. *See* Fed. R. Bankr. P. 2002. In addition, Local Rule 2002-1(e) provides that upon motion of the debtor or trustee, "[t]he Court may at the First Day Hearing authorize the retention of a claims and noticing agent." Del. Bankr. L.R. 2002-1(e). Additionally, Local Rule 2002-1(e) requires the appointment of a claims and noticing agent when there is a "chapter 11 debtor with more than 200 parties identified in the list filed under Local Rule 1007-2(a)" *Id*.

23. In view of the substantial number of parties receiving notice in these chapter 11 cases and the significant number of anticipated claimants, the Debtors submit that the appointment of Verita as the Claims and Noticing Agent is required by the Local Rules, and is necessary and in the best interests of the Debtors and their estates and will serve to maximize the value of the Debtors' estates for all stakeholders.

#### II. RELIEF EFFECTIVE AS OF THE PETITION DATE IS APPROPRIATE

24. Pursuant to the Debtors' request, Verita has agreed to serve as the Claims and Noticing Agent on and after the Petition Date with assurances that the Debtors would seek approval of its employment and retention effective as of the Petition Date, so that Verita may be compensated for its services prior to the approval of this Section 156(c) Application. The Debtors believe that no party in interest will be prejudiced by granting the employment effective as of the Petition Date, as provided in this 156(c) Application, because Verita has provided and continues to provide valuable services to the Debtors' estates in the interim period. The Local Rules empower courts in this district to approve employment effective as of the petition date, and the Debtors submit that such approval is justified here.

#### **NOTICE**

25. Notice of this Section 156(c) Application will be given to: (a) the Office of the United States Trustee for the District of Delaware; (b) the holders of the thirty (30) largest unsecured claims against the Debtors; (c) Alter Domus (US) LLC, in its capacity as administrative agent and collateral agent under the Prepetition Financing Agreement and the DIP Facility; (d) counsel to the DIP Lenders and Prepetition Term Loan Lender; (e) counsel to LiveStyle; (f) the United States Attorney's Office for the District of Delaware; (g) the Internal Revenue Service; and (i) all parties entitled to notice pursuant to Bankruptcy Rule 2002. Notice of this Section 156(c) Application and any order entered hereon will be served in accordance with Local Rule 9013-1(m). The Debtors submit that, under the circumstances, no other or further notice is required.

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WHEREFORE, the Debtors respectfully request that the Court enter the Proposed Order

granting the relief requested in this Section 156(c) Application and such other and further relief as

may be just and proper.

Dated: August 4, 2025

/s/ Gary Richards

Gary Richards

Chief Executive Officer

# EXHIBIT A

**Services Agreement** 

This Agreement is entered into as of the 29 day of July 2025, between AGDP Holding Inc. (together with its affiliates and subsidiaries, the "Company"), and Kurtzman Carson Consultants, LLC dba Verita Global (together with its affiliates and subcontractors, "Verita"). In consideration of the premises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

#### **Terms and Conditions**

#### I. SERVICES

- A. Verita agrees to provide the Company with consulting services regarding noticing, claims management and reconciliation, plan solicitation, balloting, disbursements and any other services agreed upon by the parties or otherwise required by applicable law, government regulations or court rules or orders.
- B. Verita further agrees to provide (i) computer software support and training in the use of the support software, (ii) Verita's standard reports as well as consulting and programming support for the Company requested reports, (iii) program modifications, (iv) data base modifications, and/or (v) other features and services in accordance with the fees outlined in a pricing schedule provided to the Company (the "Verita Fee Structure").
- C. Without limiting the generality of the foregoing, Verita may, upon request by the Company, (i) provide a communications plan including, but not limited to, preparation of communications materials, dissemination of information and a call center staffed by Verita and/or (ii) provide confidential on-line workspaces or virtual data rooms and publish documents to such workspaces or data rooms (which publication shall not be deemed to violate the confidentiality provisions of this Agreement).
- D. The price listed for each service in the Verita Fee Structure represents a bona fide proposal for such services, which may be accepted in whole or in part. Services will be provided when requested by the Company or required by applicable law, government regulations or court rules or orders. Services are mutually exclusive and are deemed delivered and accepted by the Company when provided by Verita.
- E. The Company acknowledges and agrees that Verita will often take direction from the Company's representatives, employees, agents and/or professionals (collectively, the "Company Parties") with respect to the services being provided under this Agreement. The parties agree that Verita may rely upon, and the Company agrees to be bound by, any requests, advice or information provided by the Company Parties to the same extent as if such requests, advice or information were provided by the Company. The Company agrees and understands that Verita shall not provide the Company or any other party with any legal advice.

#### II. PRICES, CHARGES AND PAYMENT

A. Verita agrees to charge and the Company agrees to pay Verita for its services at the rates and prices set by Verita that are in effect as of the date of this Agreement and in accordance with the Verita Fee Structure. Verita's prices are generally adjusted periodically to reflect changes in the business and economic environment and are inclusive of all charges. Verita reserves the right to reasonably increase its

The term Company shall include, to the extent applicable, the Company, as debtor and debtor in possession in its chapter 11 case, together with any affiliated debtors and debtors in possession whose chapter 11 cases are jointly administered with the Company's chapter 11 case.

prices, charges and rates; provided, however, that if any such increase exceeds 10%, Verita will give thirty (30) days written notice to the Company.

- B. In addition to fees and charges for services, the Company agrees to pay Verita's reasonable transportation, lodging, and meal expenses incurred in connection with services provided under this Agreement. Prior written approval from the Company is required for any such expense in excess of \$1,000.
- C. In addition to all fees for services and expenses hereunder, the Company shall pay to Verita (i) any fees and charges related to, arising out of, or as a result of any error or omission made by the Company or the Company Parties, as mutually determined by Verita and the Company, and (ii) all taxes that are applicable to this Agreement or that are measured by payments made under this Agreement and are required to be collected by Verita or paid by Verita to a taxing authority.
- D. Where the Company requires services that are unusual or beyond the normal business practices of Verita, or are otherwise not provided for in the Verita Fee Structure, the cost of such services shall be charged to the Company at a competitive rate.
- E. Verita agrees to submit its invoices to the Company monthly and the Company agrees that the amount invoiced is due and payable upon the Company's receipt of the invoice. Verita's invoices will contain reasonably detailed descriptions of charges for both hourly (fees) and non-hourly (expenses) case specific charges. Where total invoice amounts are expected to exceed \$10,000 in any single month and Verita reasonably believes it will not be paid, Verita may require advance payment from the Company due and payable upon demand and prior to the performance of services hereunder. If any amount is unpaid as of thirty (30) days from the receipt of the invoice, the Company further agrees to pay a late charge, calculated as two and one-half percent (2-1/2%) of the total amount unpaid every thirty (30) days. In the case of a dispute in the invoice amount, the Company shall give written notice to Verita within ten (10) days of receipt of the invoice by the Company. The undisputed portion of the invoice will remain due and payable immediately upon receipt of the invoice. Late charges shall not accrue on any amounts in dispute or any amounts unable to be paid due to Court order or applicable law. Unless otherwise agreed to in writing, the fees for print notice and media publication (including commissions) must be paid in advance of those fees and expenses being incurred.
- F. In the event that the Company files for protection pursuant to chapter 11 of the United States Bankruptcy Code (a "Chapter 11 Filing"), the parties intend that Verita shall be employed pursuant to 28 U.S.C. § 156(c) to the extent possible and otherwise in accordance with applicable Bankruptcy law and that all amounts due under this Agreement shall, to the extent possible, be paid as administrative expenses of the Company's chapter 11 estate. As soon as practicable following a Chapter 11 Filing (and otherwise in accordance with applicable law and rules and orders of the Bankruptcy Court), the Company shall cause pleadings to be filed with the Bankruptcy Court seeking entry of an order or orders approving this Agreement (the "Retention Order"). The form and substance of the pleadings and the Retention Order shall be reasonably acceptable to Verita. If any Company chapter 11 case converts to a case under chapter 7 of the Bankruptcy Code, Verita will continue to be paid for its services in accordance with the terms of this Agreement. The parties recognize and agree that if there is a conflict between the terms of this Agreement and the terms of the Retention Order, the terms of the Retention Order shall govern during the chapter 11 or other proceeding.
- G. To the extent permitted by applicable law, Verita shall receive a retainer in the amount of \$30,000 (the "Retainer") that may be held by Verita as security for the Company's payment obligations under the Agreement. The Retainer is due upon execution of this Agreement. In the event of a Chapter 11 Filing,

Verita will first apply the Retainer to all pre-petition invoices, and thereafter, will have the Retainer replenished to the original amount. Verita shall be entitled to hold the Retainer until the termination of the Agreement. Following termination of the Agreement, Verita shall return to the Company any amount of the Retainer that remains following application of the Retainer to the payment of unpaid invoices.

#### III. RIGHTS OF OWNERSHIP

- A. The parties understand that the software programs and other materials furnished by Verita pursuant to this Agreement and/or developed during the course of this Agreement by Verita are the sole property of Verita. The term "program" shall include, without limitation, data processing programs, specifications, applications, routines, and documentation. The Company agrees not to copy or permit others to copy the source code from the support software or any other programs or materials furnished pursuant to this Agreement.
- B. The Company further agrees that any ideas, concepts, know-how or techniques relating to data processing or Verita's performance of its services developed or utilized during the term of this Agreement by Verita shall be the exclusive property of Verita. Fees and expenses paid by the Company do not vest in the Company any rights in such property, it being understood that such property is only being made available for the Company's use during and in connection with the services provided by Verita under this Agreement.

#### IV. NON-SOLICITATION

The Company agrees that neither it nor its subsidiaries or other affiliated companies shall directly or indirectly solicit for employment, employ or otherwise retain employees of Verita during the term of this Agreement and for a period of twelve (12) months after termination of this Agreement unless Verita provides prior written consent to such solicitation or retention.

#### V. CONFIDENTIALITY

Each of Verita and the Company, on behalf of themselves and their respective employees, agents, professionals and representatives, agrees to keep confidential all non-public records, systems, procedures, software and other information received from the other party in connection with the services provided under this Agreement; provided, however, that if either party reasonably believes that it is required to produce any such information by order of any governmental agency or other regulatory body it may, upon not less than five (5) business days' written notice to the other party, release the required information.

#### VI. SUSPENSION OF SERVICE AND TERMINATION

- A. This Agreement shall remain in force until terminated or suspended by either party (i) upon thirty (30) days' written notice to the other party or (ii) immediately upon written notice for Cause (defined herein). As used herein, the term "Cause" means (i) gross negligence or willful misconduct of Verita that causes serious and material harm to the Company's reorganization under chapter 11 of the Bankruptcy Code, (ii) the failure of the Company to pay Verita invoices for more than sixty (60) days from the date of invoice, or (iii) the accrual of invoices or unpaid services in excess of the retainer held by Verita where Verita reasonably believes it will not be paid.
- B. In the event that this contract is terminated, regardless of the reason for such termination, Verita shall coordinate with the Company and, to the extent applicable, the clerk of the Bankruptcy Court, to

maintain an orderly transfer of record keeping functions and Verita shall provide all necessary staff, services and assistance required for an orderly transfer. The Company agrees to pay for such services in accordance with Verita's then existing prices for such services. If such termination occurs following entry of the Retention Order, the Company shall immediately seek entry of an order (in form and substance reasonably acceptable to Verita) that discharges Verita from service and responsibility in the Company's bankruptcy case.

C. Any data, programs, storage media or other materials furnished by the Company to Verita or received by Verita in connection with the services provided under the terms of this Agreement may be retained by Verita until the services provided are paid for, or until this Agreement is terminated with the services paid in full. The Company shall remain liable for all reasonable and documented fees and expenses imposed under this Agreement as a result of data or physical media maintained or stored by Verita. Verita shall dispose of the data and media in the manner requested by the Company. The Company agrees to pay Verita for reasonable expenses incurred as a result of the disposition of data or media. If the Company has not utilized Verita's services under this Agreement for a period of at least ninety (90) days, Verita may dispose of the data or media, and be reimbursed by the Company for the expense of such disposition, after giving the Company thirty (30) days' notice. Notwithstanding any term herein to the contrary, following entry of the Retention Order, the disposition of any data or media by Verita shall be in accordance with any applicable instructions from the clerk of the Bankruptcy Court, local Bankruptcy Court rules and orders of the Bankruptcy Court.

#### VII. SYSTEM IMPROVEMENTS

Verita strives to provide continuous improvements in the quality of service to its clients. Verita, therefore, reserves the right to make changes in operating procedure, operating systems, programming languages, general purpose library programs, application programs, time period of accessibility, types of terminal and other equipment and the Verita data center serving the Company, so long as any such changes do not materially interfere with ongoing services provided to the Company in connection with the Company's chapter 11 case.

#### VIII. BANK ACCOUNTS

At the Company's request and subject to Court approval following any chapter 11 filing, Verita may be authorized to establish accounts with financial institutions in the name of and as agent for the Company. To the extent that certain financial products are provided to the Company pursuant to Verita's agreement with financial institutions, Verita may receive compensation from such financial institutions for the services Verita provides pursuant to such agreement.

#### IX. LIMITATIONS OF LIABILITY AND INDEMNIFICATION

A. The Company shall indemnify and hold Verita, its affiliates, members, directors, officers, employees, consultants, subcontractors and agents (collectively, the "Indemnified Parties") harmless, to the fullest extent permitted by applicable law, from and against any and all losses, claims, damages, judgments, liabilities and expenses (including reasonable counsel fees and expenses) (collectively, "Losses") resulting from, arising out of or related to Verita's performance under this Agreement. Such indemnification shall exclude Losses resulting from Verita's gross negligence or willful misconduct. Without limiting the generality of the foregoing, Losses include any liabilities resulting from claims by any third-parties against any Indemnified Party. The Company shall notify Verita in writing promptly upon the assertion, threat or commencement of any claim, action, investigation or proceeding that the Company becomes aware of with

respect to the services provided by Verita under this Agreement. The Company's indemnification obligations hereunder shall survive the termination of this Agreement.

- B. Except as provided herein, Verita's liability to the Company or any person making a claim through or under the Company for any Losses of any kind, even if Verita has been advised of the possibility of such Losses, whether direct or indirect and unless due to gross negligence or willful misconduct of Verita, shall be limited to the total amount billed or billable to the Company for the portion of the particular work which gave rise to the alleged Loss. In no event shall Verita be liable for any indirect, special or consequential damages such as loss of anticipated profits or other economic loss in connection with or arising out of the services provided for in this Agreement. In no event shall Verita's liability to the Company for any Losses, whether direct or indirect, arising out of this Agreement exceed the total amount billed to the Company and actually paid to Verita for the services contemplated under the Agreement unless due to gross negligence or willful misconduct; provided, however, that this limitation shall not apply to the Company during any chapter 11 case in which the Company is a debtor.
- C. The Company is responsible for the accuracy of the programs, data and information it or any Company Party submits for processing to Verita and for the output of such information. Verita does not verify information provided by the Company and, with respect to the preparation of schedules and statements, all decisions are at the sole discretion and direction of the Company. The Company reviews and approves all schedules and statements filed on behalf of, or by, the Company; Verita bears no responsibility for the accuracy or contents therein. The Company agrees to initiate and maintain backup files that would allow the Company to regenerate or duplicate all programs and data submitted by the Company to Verita.
- D. The Company agrees that except as expressly set forth herein, Verita makes no representations or warranties, express or implied, including, but not limited to, any implied or express warranty of merchantability, fitness or adequacy for a particular purpose or use, quality, productiveness or capacity.

#### X. FORCE MAJEURE

Verita will not be liable for any delay or failure in performance when such delay or failure arises from circumstances beyond its reasonable control, including without limitation acts of God, acts of government in its sovereign or contractual capacity, acts of public enemy or terrorists, acts of civil or military authority, war, riots, civil strife, terrorism, blockades, sabotage, rationing, embargoes, epidemics, pandemics, outbreaks of infectious diseases or any other public health crises, earthquakes, fire, flood, other natural disaster, quarantine or any other employee restrictions, power shortages or failures, utility or communication failure or delays, labor disputes, strikes, or shortages, supply shortages, equipment failures, or software malfunctions.

#### XI. INDEPENDENT CONTRACTORS

The Company and Verita are and shall be independent contractors of each other and no agency, partnership, joint venture or employment relationship shall arise, directly or indirectly, as a result of this Agreement.

#### XII. NOTICES

All notices and requests in connection with this Agreement shall be given or made upon the respective parties in writing and shall be deemed as given as of the third day following the day it is deposited in the U.S. Mail, postage pre-paid or on the day it is given if sent by facsimile or electronic mail or on the day

after the day it is sent if sent by overnight courier to the appropriate address set forth below:

KCC/Verita Global, LLC

222 N. Pacific Coast Highway, 3rd Floor

El Segundo, CA 90245 Attn: Drake D. Foster Tel: (310) 823-9000 Fax: (310) 823-9133

E-Mail: dfoster@veritaglobal.com

AGDP Holding Inc. 140 Stewart Ave. Brooklyn, NY 11237 Attn: General Counsel

Email: Faisal@avant-gardner.com

With a copy (which shall not constitute notice) to:

Sidley Austin LLP

1999 Avenue of the Stars, 17th Floor

Los Angeles, CA 90067

Attn: Genevieve G. Weiner; Jonathan E. Mitnick

Tel: (310) 595-9500 Fax: 310-595-9501

Email: gweiner@sidley.com; jemitnick@sidley.com

Or to such other address as the party to receive the notice or request so designates by written notice to the other.

#### XIII. APPLICABLE LAW

The validity, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

#### XIV. ENTIRE AGREEMENT/ MODIFICATIONS

Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and further agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings, other agreements, and communications oral and written between the parties relating to the subject matter of this Agreement. The Company represents that it has the authority to enter into this Agreement, and the Agreement is non-dischargeable under any applicable statute or law. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby. This Agreement may be modified only by a written instrument duly executed by an authorized representative of the Company and an officer of Verita.

#### XV. **COUNTERPARTS: EFFECTIVENESS**

This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. This Agreement will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, which delivery may be made by exchange of copies of the signature page by facsimile or electronic mail.

#### XVI. **ASSIGNMENT**

This Agreement and the rights and duties hereunder shall not be assignable by the parties hereto except upon written consent of the other, with the exception that this Agreement can be assigned without written consent by Verita to a wholly-owned subsidiary or affiliate of Verita.

#### XVII. ATTORNEYS' FEES

In the event that any legal action, including an action for declaratory relief, is brought to enforce the performance or interpret the provisions of this Agreement, the parties agree to reimburse the prevailing party's reasonable attorneys' fees, court costs, and all other related expenses, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which the prevailing party may be entitled.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the first date mentioned above.

Kurtzman Carson Consultants, LLC dba Verita Global

DocuSigned by:

Evan J. Gershbein

BY: Evan Gershbein DATE: 30-Jul-2025 | 12:02:16 PM EDT

TITLE: EVP, Corporate Restructuring Services

Company

Signed by:

Gary Richards

Gary Richards

DATE: 30-Jul-2025 | 11:54:20 AM EDT

TITLE: Chief Executive Officer

# EXHIBIT B

**Gershbein Declaration** 

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

In	re.
ш	IC.

AGDP HOLDING INC., et al., 1

Debtors.

Chapter 11

Case No. 25-11446 ([•])

(Joint Administration Requested)

# DECLARATION OF EVAN GERSHBEIN IN SUPPORT OF DEBTORS' APPLICATION FOR ENTRY OF AN ORDER AUTHORIZING THE DEBTORS TO EMPLOY AND RETAIN KURTZMAN CARSON CONSULTANTS, LLC DBA VERITA GLOBAL AS CLAIMS AND NOTICING AGENT EFFECTIVE AS OF THE PETITION DATE

- I, Evan Gershbein, being duly sworn, state the following under penalty of perjury and that the following is true to the best of my knowledge, information and belief:
- 1. I am an Executive Vice President of Corporate Restructuring for Kurtzman Carson Consultants, LLC dba Verita Global ("<u>Verita</u>"), whose offices are located at 222 N. Pacific Coast Highway, 3rd Floor, El Segundo, CA 90245. Except as otherwise noted, the matters set forth herein are made of my own personal knowledge and, if called and sworn as a witness, I could and would testify competently thereto.
- 2. I submit this declaration (this "<u>Declaration</u>") in support of the *Debtors'* Application for Entry of an Order Authorizing the Debtors to Employ and Retain Kurtzman Carson Consultants, LLC dba Verita Global as Claims and Noticing Agent Effective as of the Petition Date (the "<u>Section 156(c) Application</u>")<sup>2</sup> filed contemporaneously herewith by the

<sup>&</sup>lt;sup>1</sup> The Debtors in these chapter 11 cases, together with the last four digits of the Debtors' federal tax identification number, are AGDP Holding Inc. (6504); Avant Gardner, LLC (6504); AG Management Pool LLC (9962); EZ Festivals LLC (8854); Made Event LLC (6272); and Reynard Productions, LLC (5431). The Debtors' service address is 140 Stewart Ave, Brooklyn, NY 11237, Attn: General Counsel.

<sup>&</sup>lt;sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Section 156(c) Application.

Debtors, for entry of an order pursuant to section 156(c) of title 28 of the United States Code, section 105(a) of the Bankruptcy Code, Bankruptcy Rule 2002, and Local Rule 2002-1(e), appointing Verita as Claims and Noticing Agent, effective as of the Petition Date, in accordance with the terms and conditions set forth in the Services Agreement.

3. I am not being specifically compensated for this testimony other than through payments received by Verita as a professional retained by the Debtors. I am over the age of 18 years and authorized to submit this Declaration on behalf of Verita.

#### VERITA'S QUALIFICATIONS AS NOTICING AND CLAIMS AGENT

4. Verita comprises leading industry professionals with significant experience in both the legal and administrative aspects of large, complex chapter 11 cases. Verita's professionals have experience in noticing, claims administration, solicitation, balloting and facilitating other administrative aspects of chapter 11 cases. Verita has acted as official claims and noticing agent in many large bankruptcy cases in this district and in other districts nationwide Verita's cases in this district include: In re F21 OpCo, LLC, Case No. 25-10469 (MFW) (Bankr. D. Del. Mar. 16, 2025); In re Fisker Inc. et al., Case No. 24-11390 (TMH) (Bankr. D. Del. Jun 19, 2024); In re Supply Source Enters., Inc., et al., Case No. 24-11054 (BLS) (Bankr. D. Del. Jun. 13, 2024); In re ProSomnus, Inc., et al., Case No. 24-10972 (JTD) (Bankr. D. Del. May 9, 2024); In re Sticky's Holding LLC, et al., Case No. 24-10856 (JKS) (Bankr. D. Del. Apr. 26, 2024); In re SC Healthcare Holding, LLC, et al., Case No. 24-10443 (TMH) (Bankr. D. Del. Mar. 22, 2024); In re Cano Health, Inc., et. al., Case No. 24-10164 (KBO) (Bankr. D. Del. Feb. 6, 2024); In re InVivo Therapeutics Corporation, et al., Case No. 24-10137 (MFW) (Bankr. D. Del. Feb. 6, 2024); In re AN Global, LLC, et al. Case No. 23-11294 (JKS) (Bankr. D. Del. Aug. 29, 2023); In re Proterra Inc, et al., Case No. 23-11120 (BLS); In re PGX Holdings, Inc., et al., Case No. 23-10718 (CTG) (Bankr. D. Del. June 6, 2023); In re Plastiq Inc., et al., Case No. 23-10671 (BLS) (Bankr. D. Del. May 25, 2023); In re Christmas Tree Shops, LLC, et al., Case No. 23-10576 (TMH) (Bankr. D. Del. May 9, 2023); In re Structurlam Mass Timber U.S., Inc., et al., Case No. 23-10497 (CTG) (Bankr. D. Del. Apr. 26, 2023); In re CBC Restaurant Corp., et al., Case No. 23-10245 (KBO) (Bankr. D. Del. Mar. 3, 2023); In re Starry Grp. Holdings, Inc., et al., Case No. 23-10219 (KBO) (Bankr. D. Del. Feb. 22, 2023); In re Stanadayne LLC, et al., Case No. 23-10207 (JTD) (Bankr. D. Del. Feb. 22, 2023); In re Tricida, Inc., Case No. 23-10024 (JTD) (Bankr. D. Del. Jan. 13, 2023); In re Carestream Health, Inc., et al., Case No. 22-10778 (JKS) (Bankr. D. Del. Aug. 26, 2022); In re First Guar. Mortg. Corp., et al., Case No. 22-10584 (CTG) (Bankr. D. Del. July 1, 2022).<sup>3</sup>

- 5. As agent and custodian of the Court records pursuant to 28 U.S.C. § 156(c), Verita will perform, at the request of the Clerk, the noticing and claims related services specified in the Section 156(c) Application and the Services Agreement. In addition, at the Debtors' request, Verita will perform such other noticing, claims, administrative, technical, and support services specified in the Section 156(c) Application and the Services Agreement.
- 6. Prior to the Petition Date, the Debtors provided Verita a retainer in the amount of \$30,000. Verita seeks to first apply the retainer to all prepetition invoices and, thereafter, to have the retainer replenished to the original retainer amount, and thereafter, to hold the retainer under the Services Agreement during the chapter 11 cases as security for the payment of fees and expenses incurred under the Services Agreement.
- 7. In connection with its retention as Claims and Noticing Agent, Verita represents, among other things, the following:
  - (a) Verita is not a creditor, equity security holder, or insider of the Debtors;

<sup>&</sup>lt;sup>3</sup> Because of the voluminous nature of the orders cited herein, they are not attached to the Section 156(c) Application. Copies of these orders, however, are available on request of the Debtors' proposed counsel.

- (b) Verita will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as Claims and Noticing Agent;
- (c) by accepting employment in these chapter 11 cases, Verita waives any right to receive compensation from the United States government in connection with these chapter 11 cases;
- (d) in its capacity as Claims and Noticing Agent, Verita will not be an agent of the United States and will not act on behalf of the United States;
- (e) Verita will not employ any past or present employees of the Debtors in connection with its work as Claims and Noticing Agent;
- (f) Verita is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code with respect to the matters upon which it is to be engaged;
- (g) in its capacity as Claims and Noticing Agent in these chapter 11 cases, Verita will not intentionally misrepresent any fact to any person;
- (h) Verita shall be under the supervision and control of the Clerk's office with respect to the receipt and recordation of claims and claim transfers;
- (i) Verita will comply with all requests of the Clerk's office and guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c); and
- (j) none of the services provided by Verita as Claims and Noticing Agent in these chapter 11 cases shall be at the expense of the Clerk's office.
- 8. Although the Debtors do not propose to retain Verita under section 327 of the Bankruptcy Code (such retention will be sought by separate application), I caused to be submitted for review by our conflicts system the names of all the potential parties in interest (the "Potential Parties in Interest") in these chapter 11 cases. The list of Potential Parties in Interest was provided by the Debtors and is attached hereto as **Schedule 1**. Verita is not aware of any relationship that would present a disqualifying conflict of interest.
- 9. To the best of my knowledge, none of Verita's employees are related to bankruptcy judges in the District of Delaware, the Office of the United States Trustee for Region 3, any

attorney known by Verita to be employed in the Office of the United States Trustee serving the District of Delaware, or are equity security holders of the Debtors.

- 10. To the best of my knowledge, and based solely upon information provided to me by the Debtors, and except as provided herein, neither Verita, nor any of its professionals, has any materially adverse connection to the Debtors, their creditors or other relevant parties. Verita may have relationships with certain of the Debtors' creditors as vendors or in connection with cases in which Verita serves or has served in a neutral capacity as claims and noticing agent and/or administrative advisor for another chapter 11 debtor.
- 11. On May 1, 2023, funds affiliated with GCP Capital Partners LLC ("GCP") indirectly acquired a controlling equity interest in Verita (the "Acquisition"). Pursuant to the Acquisition, an indirect, non-controlling, beneficial minority interest in Verita was acquired by funds affiliated with J.P. Morgan Investment Management Inc. ("JPMIM"). GCP is a middle-market private equity investment firm based in New York. GCP has made investments in a number of industries, including tech-enabled business services, payments, and select financials. JPMIM is a U.S. registered investment adviser. Designees of GCP are members of the Board of Managers (the "Board") of Verita's ultimate parent company, KCC Parent LLC ("Parent"). Parent wholly owns Verita Intermediate LLC, which in turn wholly owns Verita Global, LLC, which in turn wholly owns Verita. One representative of JPMIM is entitled to attend and observe (but not vote) at all meetings of the Board, but no designee of JPMIM is a member of the Board.
- 12. Verita searched all entities listed in the list of Potential Parties in Interest against an internal database that includes (a) Verita's parent entities, affiliates, and subsidiaries and (b) GCP, GCP's funds, and each such fund's respective portfolio companies and investments as

set forth in the list most recently provided to Verita by GCP. Based solely on the foregoing search, Verita has determined, to the best of its knowledge, that there are no material connections. J.P. Morgan Chase is listed as a bank on the Potential Parties in Interest List. There are information barriers between JPMIM and the line of business where J.P. Morgan Chase. may be associated with the Debtors.

- 13. To the extent Verita learns of any other material connections between the funds or investments included in the above-described conflicts search and the Debtor, Verita will promptly file a supplemental disclosure. In addition, Verita may have had, may currently have, or may in the future have business relationships unrelated to the Debtor with one or more GCP or JPMIM entities including, among others, portfolio companies of GCP.
- 14. Verita has no contract or relationship with XClaim Inc. or with any other party under which Verita provides or will provide exclusive access to claims data and/or under which Verita will be compensated for claims data that is made available by Verita.
- 15. Verita has and will continue to represent clients in matters unrelated to these chapter 11 cases. In addition, Verita and its personnel have and will continue to have relationships in the ordinary course of its business with certain vendors, professionals and other parties in interest that may be involved in the Debtors' chapter 11 cases. Verita may also provide professional services to entities or persons that may be creditors or parties in interest in these chapter 11 cases, which services do not directly relate to, or have any direct connection with, these chapter 11 cases or the Debtors.
- 16. Based on the foregoing, I believe that Verita is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code with respect to the matters upon which it is to be engaged. Moreover, to the best of my knowledge and belief, neither Verita nor any of

its employees hold or represent any interest materially adverse to the Debtors' estates with respect to any matter upon which Verita is to be engaged.

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

Dated: August 4, 2025 Respectfully submitted,

/s/ Evan Gershbein

Evan Gershbein Executive Vice President Kurtzman Carson Consultants LLC dba Verita Global 222 N. Pacific Coast Highway, 3rd Floor El Segundo, California 90245

# Schedule 1

**Potential Parties in Interest List** 

Interested Parties - Debtors August 4, 2025

CreditorCategoryAGDP Holding Inc.DebtorsAvant Gardner, LLCDebtorsAG Management Pool LLCDebtorsEZ Festivals LLCDebtorsMade Event LLCDebtorsReynard Productions, LLCDebtors

Interested Parties - Judges & UST August 4, 2025

Creditor	Category
Benjamin Hackman	UST Office
Christine Green	UST Office
Dion Wynn	UST Office
Edith A. Serrano	UST Office
Elizabeth Thomas	UST Office
Hannah M. McCollum	UST Office
Hawa Konde	UST Office
Holly Dice	UST Office
James R. O'Malley	UST Office
Jane Leamy	UST Office
Jonathan Lipshie	UST Office
Jonathan Nyaku	UST Office
Joseph Cudia	UST Office
Joseph McMahon	UST Office
Lauren Attix	UST Office
Linda Casey	UST Office
Linda Richenderfer	UST Office
Malcolm M. Bates	UST Office
Michael Girello	UST Office
Nyanquoi Jones	UST Office
Richard Schepacarter	UST Office
Shakima L. Dortch	UST Office
Timothy J. Fox, Jr.	UST Office
The Honorable Brendan L. Shannon	UST Office
The Honorable Craig T. Goldblatt	UST Office
The Honorable J. Kate Stickles	UST Office
The Honorable John T. Dorsey	UST Office
The Honorable Karen B. Owens	UST Office
The Honorable Laurie Selber Silverstein	UST Office
The Honorable Mary F. Walrath	UST Office
The Honorable Thomas M. Horan	UST Office

Interested Parties - Vendors August 4, 2025

Creditor Category Heini Vendor **Gateway Productions** Vendor Nova Traffic Vendor Able Equipment Rental Inc Vendor Christie Lites Enterprises Vendor McAlpine Vendor Brookside Vendor Creative Artists Agency Vendor **BILDSTEIN GROUP LLC** Vendor Iron Group Vendor Zin Electrical Vendor Vendor Tomexpo MTD USA Vendor **Telecom Communications** Vendor **BCLP** Vendor Allstar Security and Consulting Inc Vendor BrownTech Vendor **4ID Solutions** Vendor CID Plumbing Vendor BILLFOLD LLC Vendor Moncon Vendor All Access Staging & Productions Vendor Wizard Vendor United Site Services Vendor Grant Thornton LLP Vendor Plus Music Vendor Singer Equipment Company, Inc. Vendor Kelco Vendor Patrick Doerr Pllc Vendor SEO Vendor 508 Operations LLC Vendor Marica LLC Vendor HIve.co Vendor Daversa Partners Vendor Clair Global Vendor Hard Feelings Vendor Brief Carmen & Kleiman LLP Vendor Stys Hospitality Initiative Vendor SHI Vendor Loupe Digital Inc. Vendor Con Edison Vendor Greenspoon Marder LLP Vendor **NYC Environmental Protection** Vendor United Healthcare Vendor **DTDS** Vendor Great Lakes Hotel Supply Vendor Geiger Vendor Sirkkas, LLC Vendor **UNREAL-SYSTEMS** Vendor Kaufman Dolowich, LLP Vendor 4 WALL ENTERTAINMENT, INC Vendor Vendor Paradocs Kostow Greenwood Vendor Anchin, Block & Anchin LLP Vendor Meta Platforms, Inc. Vendor Fresh Prints LLC Vendor United Staging & Rigging Vendor Mega Lasers Productions, Inc. Vendor **US Foods** Vendor Fepaz Enterprises Vendor

Interested Parties - Artists August 4, 2025

Creditor Category Malaa **Artists** Tiesto Artists Carmine Conte (MRAK) **Artists** Gramatik **Artists** Reinier Zonneveld Artists Zeds Dead Artists Meute **Artists** Kavzo **Artists** Miss Monique **Artists** Brutalismus 3000 Artists Odd Mobb Artists Charlotte de Witte **Artists** Deborah de Luca Artists The Martinez Brothers Artists Lilly Palmer **Artists** Caribou **Artists** Francis Mercier **Artists** Anjunadeep Artists **DNB AllStars Artists** LP Giobbi **Artists ATLiens** Artists Layton Giordani Artists Rampa **Artists** El Alfa Artists Boris Brejcha **Artists** Galantis **Artists** Alegria **Artists** Adriatique **Artists** Black Coffee Artists James Hype **Artists** Excision **Artists** Elrow **Artists** Subtronics Artists Loud Luxury **Artists** The Chainsmokers Artists Deadmau5 **Artists** Alesso **Artists** Kai Wachi **Artists** Themba Artists Drumcode Artists Synthony **Artists** Sublime **Artists** Nora En Pure **Artists Timmy Trumpet Artists** Wooli **Artists** A.G. Cook **Artists** Afrojack **Artists** DJ Snake **Artists** Dimension **Artists** Tape B **Artists** Gryffin **Artists** Yousuke Yukimatsu **Artists** Bunt **Artists** Indo Warehouse **Artists** Big Wild Artists It's Murph **Artists** Two Friends **Artists** Polo & Pan **Artists** Awakenings **Artists** Everyday People **Artists** Viagra Boys Artists

Interested Parties - Artists August 4, 2025

Creditor Category Hardwell **Artists** Holy Priest Artists Illenium **Artists** Maz **Artists** Story So Far Artists Hugel Artists Adventure Club **Artists** Amelie Lens **Artists** Sub Focus **Artists** Disco Lines **Artists** Horsegirl Artists ARMNHMR **Artists** Meduza Artists Yung Lean **Artists** Peggy Gou **Artists** Acraze **Artists** Azealia Banks **Artists** Sullivan King Artists Artbat **Artists** Maddix **Artists** Slander **Artists** Funk Tribu Artists MK **Artists** Big Gigantic Artists Levity **Artists** Mestiza Artists Notion Artists Ray Vlope **Artists** Nic Fentulli Artists Zedd **Artists** Chris Lake **Artists** Tchami **Artists** Dom Dolla Artists Madeon **Artists** Armin Van Buuren Artists David Guetta **Artists** Seven Lions Artists John Summit Artists Dabin **Artists** Rezz Artists Martin Garrix **Artists** The Blaze **Artists** Gorgon City **Artists** Keinemusik **Artists** Lost Frequencies **Artists** Black Tiger Sex Machine **Artists** Svdden Death **Artists** Sonny Fedora **Artists** Gordo **Artists Bob Moses** Artists Gigantic Nghtmre **Artists BICEP Live Artists** Alan Walker **Artists** Vintage Culture **Artists** Joel Corry Artists Oliver Heldens **Artists** Steve Angello **Artists Duke Dumont Artists** Jai Wolf **Artists** Shaq's Bass Allstars **Artists** Quinn XCII Artists

Interested Parties - Artists August 4, 2025

Creditor Category Amine Artists Kaytranada Artists Dab the Sky Artists Zhu Artists Purple Disco Machine Artists Ashnikko Artists Pretty Lights Artists FKJ Artists Ben Bohmer Artists Slander Double Artists Kim Petras Artists Ganja White Night **Artists** Diplo Artists Thundercat Artists Cultura Profetica Artists Swedish House Mafia Artists Dixon Artists Audien Artists Armin Van Burren Artists Carl Cox Artists Mayan Warrior Artists Gordo Taraka Artists Cloonee Artists Elderbrook Artists Sonny Fodera Artists Yeat Artists Steve Aoki Artists Uncle Waffles Artists Tainy Artists RL Grime Artists Gesaffelstein Artists Don Diablo Artists Bicep Artists Mathame Neo **Artists** Waxtroda Artists LSZee Artists Bladee Artists Three 6 Mafia Artists Chase & Status Artists

Interested Parties - Employees (Current & Former) August 4, 2025

Creditor Category Abad, Bryan Employee Abid. Amin Employee Abreu, Yullis Employee Employee Afek, Ayelet Employee Agelvis, Nina Ahmed, Suman Employee Employee Aitken, Valeria Alaimo, Daniel Employee Employee Alcy, Victor Employee Alexander, Onica Allen, Karla Employee Alonso, Jessica Employee Employee Alveranga, Tashay Alworth, Emily Employee Employee Amaya, Gustavo Employee Anderson, Kaili Anderson, Natasha Employee Andres, Griffin Employee Anner, Brian **Employee** Employee Aponte, Ramessis Employee Appelbaum, Alexander Aquiles, America Employee Argondizza, Jonathan Employee Arias, Edward Employee Arra. Ron **Employee** Employee Ascona, Daniel Employee Asprilla, Oto Atahua Palomino, Javier Employee Employee Auerbach, Joseph Austin. Riali **Employee** Employee Austin, Riali Employee Avelar, Adam Employee Avery, Jermane Avila, Carlos Employee Employee Aviles, Ricardo Axelbank, Ariella **Employee** Ayala, Annette Employee Employee Azarkina, Victoria Badette, Markenzy Employee Badillo Ortega, Andres Employee Baez, Rosemary Employee Baker, Janee **Employee** Baldi, Kayla Employee Employee Ball, Justin Employee Bankowski, Amaya Bannon, John **Employee** Baquero, Andrea **Employee** Barber, Virgil Employee Employee Bardales, Steven Barna, Samuel Employee Employee Barnes, Emily Barnes, Stephen Employee Barrios, Aiesha **Employee** Bassis, Audriana Employee Employee Battle, Mikah Bazalar, Christian Employee Becerra. Rhomer Employee Belendes, Violeta **Employee** Employee Bellcock, Mara Bello, Oluwatoyin Employee Employee Benitez, Eddie

Interested Parties - Employees (Current & Former) August 4, 2025

Creditor Category Bennett, Jayden Employee Berk, Carly Employee Berlind, Gabriel Employee Berman, David Employee Employee Bernath, Walter Berrios, Ivonne Employee Employee Berry. Kwame Bertieri, Victor Employee Employee Beshara, Hana Employee Bey, Kyree Beye, Mame Fatou Employee Bibovic, Driton Employee Bilder, Andrew Employee Bildstein, Juergen Employee Employee Bird, Lillian Employee Bird, Lillian Blackman, Max Employee Employee Bocanegra, Samuel Boileau. Esther **Employee** Employee Bollella, Michael Bond, Zenett Employee Bonilla, John Employee Bonner, Olivia Employee Boria, Juan Employee Bovd. Kelsev **Employee** Braciak, William Employee Brandt, Chloe Employee Brandy, Robert Employee Employee Bremner, Jonathan Bridges, Justin **Employee** Employee Brightly, Connor Brilliant, Zack Employee Employee Brito, Mario Broderick, Stephanie Employee Employee Broselow, Micaela Brower, Madison **Employee** Brown, Bradley Employee Brown, Dalvin Employee Brown, Kevin Employee Brown-Sparks, Izabella Employee Bruce. Erik Employee Employee Brummett, Jackson Bruno, Giovani Employee Employee Brustman, Eleanor Employee Buffa, Joseph Buitrago, Sunshine Employee Buker, Dominick **Employee** Bunns, Dana Employee Employee Buraku, Arselajda Burbridge, Zoe Employee Employee Burgos, Efrain Burgos, Luis Employee Burke, Daniel Employee Employee Burnett, Brandon Employee Burnett, Mitsue Employee Burton, Mark Bvrd. Naomi Employee Bythewood, Kimberly **Employee** Employee Bythewood, Kimberly Employee Caban, Angel Employee Cabrera, Agustin

Interested Parties - Employees (Current & Former) August 4, 2025

Creditor Category Cachola, Milton Employee Cadotte, Thomas Employee Caggiano, Sebastian Employee Employee Cammarota, Alexandra Campbell, Jamal Employee Candia, Gregory Employee Employee Cano. Javden Canseco. Eder Employee Carafa, Morgan Employee Carey, Clifford Employee Carney, Robert Employee Carrada, Jason Employee Employee Carson, Amber Carter, Adam Employee Employee Carvalho, Edson Employee Casey, Sara Cash, Zellie Employee Employee Castellanos Rodriguez, Arlae Castellanos, Angelo **Employee** Employee Castilleja, Luis Castillo, Myrka Employee Castro, Felipe Employee Castro, Randy Employee Cefalu, Gregory Employee Cepeda, Natasha **Employee** Cerda, Natasha Employee Cesar, Kerly Employee Chan, Anthony Employee Employee Chaparro, Carmen Chaveco, Jules **Employee** Chay, Cristobal Employee Chmielinski, Henry Employee Chronis, Katerina Employee Chuang, Lauren Employee Employee Clark, Hillary Clarke-Jones, Kanan **Employee** Clerfe, Geraldine Employee Employee Coelho, Paula Cohon, Lily Employee Colannino, David Employee Colier. Claudine Employee Colier, Claudine **Employee** Collins, Michael Employee Colon, Brandon Employee Colon, Emma Employee Combs. Katherine **Employee** Contorno, Julia **Employee** Contreras, Elizabeth Employee Employee Contreras, Francisco Contreras, Geraldine Employee Employee Contreras, Sebastian Conway, Joseph Employee Corbett, Messiah **Employee** Cordoba, Randy Employee Employee Cordoba, Ryan Corona, Carlos Employee Costolloe, Oliver Employee Cox, Andrew **Employee** Employee Coyne, Abby Cronin, Keira Employee Cronin, Timothy Employee

Interested Parties - Employees (Current & Former) August 4, 2025

Creditor Category Cunningham, Andrew Employee Czerwinski, Jennifer Employee DaLeo, John Paul Employee Employee Daniel, Jason Employee Daniels, Mary Daniels, Zachary Employee Employee David, Jaiden Davidson, Ben Employee Employee Davis, Ethan Employee Davis, lan Davis, Julian Employee Davoudi, Jasmine Employee De Caro, Salvatore Employee De Caro, Salvatore Employee Employee De Caro, Tatiana Employee DeLeon, Nova DeNevers, Alex Employee DeVincenzo, Caroline Employee Dean. Cameron **Employee** Employee Dean, Harriet Employee Dee, Erin Dee, Erin Employee Del Valle, Linda Employee Delessio. Frankie Employee Delfino, Angel **Employee** Employee Delgado, Carlos Employee Delgrande, Jennifer Delitta, Robert Employee Employee Denobrega, Jason Depante, Rachel **Employee** Employee Deutsch, Lena Employee DiCarlo, Alec DiDonato, Anndrea Employee DiFabio, Gabriella Employee Employee Diallo, Souwadou Diaz, Marcos **Employee** Diaz-Urrea, Mercedes Employee Employee Dibrino, Nicole Dickerson, Jordan Employee Diehl, Christopher Employee Diokhane. Ibrahima Employee Employee Diong, Maurice Diop, Ibrahima Employee Diouf, Bale Employee Employee Dioum, Papa Dixon. Tavion **Employee** Dogan, Ihsan **Employee** Dominguez, Alvaro Employee Employee Dominguez, Daniel Dominguez, Julio Angel Employee Employee Douglas, Alexa Drake, Darren Employee Dublin, Darren Employee Employee Duckworth, Suzanne Employee Duckworth, Suzanne Employee Earl, Reine Eisenman, Samantha Employee Ekibolaji, Oluwadamilare **Employee** Employee Elange, Angelica Employee Eliotte, Trevlyn Employee Ellis, Amari

Interested Parties - Employees (Current & Former) August 4, 2025

Creditor Category Ellis. Dennis Employee Ellman, Jael Employee Ellu, Bemigho Employee Empty, Ashton Employee Employee Encinas, Christian England, Megan Employee Employee Epps, Alfred Erazo Ortiz, Diego Employee Ericsson, Carl Employee Escotto, Flavio Employee Escurel, Henry Robert Employee Espinoza, Javier Employee Espinoza, Jovanni Employee Evans, Kristina Employee Employee Evans, Reuben Employee Fairfax, Vivienne Fall, Mouhamadou Employee Fall, Seydina Employee Farrell, James **Employee** Farrell, Michael Employee Employee Feldman, Hannah Feliciano, Micah Employee Feliz, Edelmira Employee Fellerman, Madina Employee Ferguson, Shelby Employee Fernandes, Amilcar Employee Employee Figueroa, Lilliana Fitzpatrick, Christina Employee Employee Fiume, Andrew Flake, Richard Employee Employee Flint, Jonah Flores Hernandez, Jesus Alberto Employee Flores, Clarissa Employee Fogle, Scott Employee Fontenelle, Christopher Employee Fontenelle, Khazym **Employee** Forde, Jeoffrey Employee Francis, Jaclyn Employee Fraser, Sherman Employee Freer, Makeda Employee Frezza, Marla **Employee** Friedman, Ananda **Employee** Friskco, Camren Employee Fung, Donald Employee Gabbert, Krystyn Employee Gahol, Ronald Employee Gajeski, Vincent **Employee** Gallagher, Devi Employee Employee Gallegos, John Gallina, Luciana Employee Employee Gamarra, Karina Garbowski, Patrick Employee Garcia, Edwin **Employee** Garcia, Emmanuel Employee Employee Garcia, Jonathan Garcia, Martin Employee Garner, Gregory Employee Gately, Olivia **Employee** Employee Gavrysh, Andriy Gbessi, Rich Employee Gelabert, Amaury Employee

Interested Parties - Employees (Current & Former) August 4, 2025

Creditor Category Gelabert, Amaury Employee Georges, Gabriel Employee Germain, Shawn Employee Employee Gholston, Zaire Employee Giacumbo, Michael Gil, Alfonso Employee Employee Gil. Brandon Gil. Jeffree Ramirez **Employee** Employee Gill, Marco Elvis Gillard, Xavier Employee Gillman, Isabelle Employee Gilmore, Latoya Employee Employee Gioioso, Jeffrey Glasgow, Simion Employee Employee Gobin, Mokshini Employee Godsey, Micah Goldberg, Liad Employee Goldberg, Liad Employee Goldstein. Emma **Employee** Employee Goldstein, Marcus Employee Golphin, Andrew Gomes, Russell Employee Gomez Mauricio. Federico Employee Gomez, Alberto Employee Gomez. Gustavo Employee Employee Gomez, Joshua Gomez, Jovian Employee Gonzalez, Camille Employee Employee Gonzalez, Eufemio Gonzalez, Johnathan Employee Employee Gonzalez, Rebecca Employee Goodman, Lauren Employee Gorman, Kelly Gospodinov, Siyan Employee Grabowski, Kaitlyn Employee Grady, Sean **Employee** Graham, Cecilia Employee Graham, Gryphon Employee Granatelli, Alyssa Employee Grant, Christian Employee Green. Asaad Employee Greenwald, Jenny **Employee** Grippaudo, Blair Employee Gue, Jonathan Employee Guevara, Gabriela Teresa **Employee** Gueye, Modou **Employee** Guity, Loanna **Employee** Employee Guncay, Shaina Gurney, Fiona Employee Guzman, Arodis Employee Employee Hajjar, Julia Hall, Jamaal Employee Hannon, Matthew **Employee** Hanson, Grant Employee Employee Hardesty, Colin Haroldson, Soren Employee Harris, Darryl Employee Harris, Megan **Employee** Employee Harrison, Trevor Harruch-Ossa, Michel Employee Harshe, Jacinta Employee

Interested Parties - Employees (Current & Former) August 4, 2025

Creditor Category Hatcher, Heather Employee Havakook, Dorota Employee Hawkins, Jeremy Employee Employee Hayden, Emily Hayes, John Employee Hayes-Plymale, Ian Employee Employee Heineman, Estelle Hemslev, Jada **Employee** Hennessey, Austin Employee Henriquez, Diana Employee Henry, Jacob Employee Henry, Rafael Employee Hernandez, Eddie Employee Hernandez, Emerald Employee Employee Hernandez, Jobani Employee Hernandez, Jorge Hernandez, Kenneth Employee Employee Hernandez, Ramon Hernandez, Steven **Employee** Employee Higbie, Jack Hogan-Hines, Katelin Employee Holguin, Darnell Employee Holloway Jr., Lance Employee Holloway, Nathan Employee Holtkamp, Diedrich Employee Employee Hook, Tyrrell Hosein, Lianna Employee Hottenroth, Jase Employee Howell, Diniece Employee Hughes, Elizabeth Employee Huh, Mason Employee Employee Hynes, Owen Employee Ifshin, Alec Ignatovich, Alexis Employee Employee Iliaev, Tengiz Irick, Jasmyne **Employee** Irizarry, Edward **Employee** Irizarry, Nelson Employee Iskhakova, Ester Employee Employee Islam, Tamanna Issachar, Naama Employee Jackson, Serious Employee Employee Jafri, Syed Muhammad Employee Jagiello, Alexandra James, Jared Employee Jarrett, Aeritan Employee Jean-Mary, Joshua Employee Employee Jefferson, Ezell Employee Jeremiah, Nigel Employee Jimbo Tlatenchi, Kate Johnson, Phillip Employee Johnston Roper, Kellon Christophe Employee Employee Jones, Billie Jean Employee Jones, Dion Jones, Thomas Employee Employee Jorgensen, Jake Ryan Jovanovic, Vladimir Employee Jovanovic, Vladimir Employee Employee Jubault, Alexandra Employee Kalata, Stephen Kamara, Balla Employee

Interested Parties - Employees (Current & Former) August 4, 2025

Creditor Category Kariamis, Anthony Employee Karmaker, Anand Employee Kasem-Beg, Samuel Employee Katz, Randall Employee Employee Kawa, Darren Keita, Rohey Employee Employee Kerbage, Stephen Kesoglides, Kristopher **Employee** Employee Ketosugbo, Elom Khairnar, Pranjal Employee Khan, Ashar Employee Khayat, Soufiane Employee Employee Kim, Dory Kind, Jeffrey Employee Kirchmeier, Cassie Employee Employee Kline, Bailey Kluender, Jared Employee Employee Kong, Kai Wah Koupstova, Alexandra **Employee** Employee Kreinik, Jonathan Employee Kuemmerlein, Marian Kunz, Anna Employee Kuponiyi, Ayomide Employee LaForge, Daniel Employee Lagares, Harrison Employee Lahens, Reginald Employee Employee Lakin, Gena Lam, Babacar Employee Employee Larkin, Nila Laster, Dinah Employee Employee Lateef, Faisal Employee Lawrenson, James Lazaro, Victoria Employee Lazos, Arianna Employee Employee Leao Villanueva, Luiz Henrique Lee, Cassie **Employee** Leek, Jessie Employee Employee Lein, Eric Leiva, Carlos Employee Lema, Jacqueline Employee Lemke. Eric Employee Lenard, Corbin **Employee** Lenihan, Lauren Employee Employee Lensch, Kyle Employee Lewars, Craig Levva. Daniel Employee Licea, Raven Elias-Savere **Employee** Liera, Gerardo Employee Lima, Renan Employee Litts, Scott Employee Employee Lo, Marietou Lo. Oumou Employee Loan, Carol **Employee** Lobb, Shawn Employee Employee Locke, Zachary Lomax-Blackwell, Chloé Employee Lombaida, Jeffrey Employee Lombardi, Peter **Employee** Employee Lopez, Andrea Lopez, Charles Employee Employee Lopez, Jose

Interested Parties - Employees (Current & Former) August 4, 2025

Creditor Category Lopez, Justin Employee Lopez, Raymond Employee Lopez, Steven Employee Employee Lopiccolo, Nicholas Employee Low, Jasper Loza, Columbine Employee Employee Lukovski. Benjamin Luo. Zhouiun **Employee** Lutrario, Amanda Employee MacKinnon, Rachael Employee Machua, Makayla Employee Madrid, Javier Employee Employee Magruder, Robert James Maloney, Angelique Employee Employee Maloney, Judith Employee Manganiello, Anthony Manioglu, Kenan Employee Manlig-Sirkka, Francisco Employee Manos. Athanasios **Employee** Employee Manson, Tony Marcenaro, Maria Employee Martinez, Genevieve Employee Martinez, Jiamani Employee Martinez, Sabastian Employee Marvin, Quinn Employee Mason, Michael Employee Matthews, Meghan Employee Mayes, Caleb Employee Employee Mayorga, Kevin Mbaye, Elhadji Ibrahima Employee McAuliffe, Lauren Employee McCleary, Christopher Employee McConchie, Joshua Employee McDermott. Fletcher Employee Employee McDonagh, Simon McGovern, Grainne **Employee** McKim, Devon Employee McLaughlin, Christopher Employee McLaughlin, Edward Employee McLeod, Brendan Employee McNatt. Kenneth **Employee** Mcdougal, Katelyn **Employee** Employee Mcilvaine, Aleena Meacock, Justin Employee Mejia, Javier **Employee** Melgar, Nicole Employee Mello, Steven **Employee** Employee Mendez, Desiree Employee Mendez, Paul Mendoza, Dianna Employee Employee Mendoza, Juan Menendez, Valeria Employee Mercado-Hastings, Dahvid **Employee** Merchan, Ruben Employee Employee Mergler, Coleman Mestanza Serrano, Vianca Employee Mever. Charles Employee Michaels, Christopher **Employee** Employee Mickle, Jamal Miller, Asa Employee Miller, Dinah Employee

Interested Parties - Employees (Current & Former) August 4, 2025

Creditor Category Miller, Jonathan Employee Miller, Katherine Employee Miller, Kevin Employee Employee Miller, Maxwell Millien, Gardy Employee Minuck, Sarah Employee Employee Miolene. Cassandra Mitchell, Jerome **Employee** Mock, Jacqueline Employee Modell, Ashley Employee Mohammed, Raees Employee Molina, Jonathan Employee Molina, Vanessa Employee Monaghan, Jack Employee Moniava, Beglari Employee Monroy, Dereck Employee Monserrate, Nicole Employee Moore, Elijahwon Employee Mora, Nicolas **Employee** Employee Mora, Nicolas Morales, Sophia Employee Morales, Wanda Employee Morales-Espinoza, Diana Employee Morelos, Kimberly Employee Morelos. Porfirio **Employee** Moreno Flores, Daniel Employee Morgan, Eric Employee Morris, Jazmine Employee Employee Mosher, Robert Mueller, Nicole Employee Mujica, Daniel Employee Mullen, Robert Employee Muniz, Tiffany Employee Munroe, Talia Employee Murphy, Kristiana Employee Murphy, Patrick James **Employee** Murphy, Shane Employee Murphy, Shaquille Employee Murray, Shane Employee Myers, Thomas Employee Nava. Paulo Employee Ndiaye, Elhadji **Employee** Neal, Jasmine Employee Negrete, Jesus Employee Nellin, Jessica **Employee** Nelsen, Derek **Employee** Neri, Adam **Employee** Employee Nervil, Jennifer Employee Netto, Bianca Newell, Benjamin Employee Employee Nicholls, Lesley Niemann, Steven Employee Nieves Mena, Melanie **Employee** Nieves, Dylan Employee Nolan, Peter Employee Nolasco, Fredy Employee Nolin. Chelsea Employee Norona, Chris **Employee** Employee Nostro, Frank Nuccitelli, Amanda Employee Nugent, Daniel Employee

Interested Parties - Employees (Current & Former) August 4, 2025

Creditor Category Nunez. Brainv Employee Nunziato, Jack Employee O'Connor, Shawn Employee O'Malley, Meghan Employee Employee Oliveira, Gilda Ombele, Rita Employee Employee Onoyeyan, Angelica Ordille. Garret **Employee** Employee Ortega, Amanda Ortega, Aramis Employee Ortega, Giselle Employee Ortega, Karina Employee Ortega, Orlando Employee Ortiz, Juan Employee Employee Ortiz, Louis Employee Outerbridge, La-Meek Overstreet, Claire Employee Employee Pacarada, Kastriot Pacarada, Kastriot **Employee** Employee Pace, Emily Employee Padilla, Louis Paiva, Gabriela Employee Palaguachi, Erikson Employee Palmer, Andrew Employee Palmero, Jeffrey Employee Pan, Edward Employee Employee Panagiotopoulos, Sotiris Pardo Denning, Jorge Employee Employee Parker, Kai Parks. Clifton Employee Employee Parra, Jean Parra, Meagan Employee Patel, Dannish Employee Patel. Dhyanit Employee Patrizio, Rosario Employee Paul, Yannick **Employee** Payne, Jade Employee Employee Payne, Joseph Paz, Steven Employee Pearson, Alyssa Employee Pecilunas. Jameson Employee Peck, Maura **Employee** Employee Peksen, Deniz Employee Perez, Yan Employee Pericas, Michael Perkins, Brittany Employee Perry, Justin **Employee** Employee Persson, Charlotte Employee Pesantez, Jean Petersen, Kristin Employee Employee Petulla, Francesco Piccirillo. Rvan Employee Piccirillo, Ryan **Employee** Pichardo, Dante Employee Employee Pierce, Jaden Pineda, Nicholas Employee Pinkston, Christopher Employee Pitts, Joshua **Employee** Employee Player, Evan Podejma, Maya Employee Employee Pogue, Alexander

Interested Parties - Employees (Current & Former) August 4, 2025

Creditor Category Ponzo. Gabriella Employee Pope, Nicole Employee Porreca, Holli Employee Employee Potenza, Charles Employee Powers, James Prado, Monica Darlene Employee Employee Prado. Richard Price. David **Employee** Employee Puebla, Tori Employee Puebla, Tori Pumo, Nicole Employee Pusic, Nenad Employee Employee Quinones, Brian Quintero, Oscar Employee Employee Quito, Angie Employee Rakhnyansky, Emily Rakhnyansky, Emily Employee Ramberg, Christina Employee Ramirez Correa, Maria **Employee** Employee Ramirez, Karena Employee Ramkissoon, Dana Ramkissoon, Dana Employee Ramlogan, Sebastian Employee Rapanaro, Michael Employee Ratliff. Chris Employee Employee Rayder, Conor Employee Reader, Grace Rebarchak, Michael Employee Redd, Raymond Employee Reed. Michael William Employee Employee Rendon, Gustavo Employee Reyes, Ashlee Reyes, Esteban Employee Riccardi, Steven Employee Employee Richardson, Jada Rickson, Shaheeda **Employee** Riera, Justin Employee Employee Rivera, Aspyn Rivero, Brandon Employee Rizzi, John Employee Robert, Matthew Henri Damir Employee Robert, Matthew Henri Damir **Employee** Employee Roberts, Dane Robertson, Kevin Employee Employee Robinson, Maurice Robinson, Maurice A **Employee** Robinson, Myles **Employee** Rodney, Kristin Employee Employee Rodriguez, Eric Rodriguez, Israel Employee Employee Rodriguez, Jose Rodriguez, Julian Employee Rodriguez, Julio **Employee** Rodriguez, Maribell Employee Employee Rodriguez, Matthew Rodriguez, Santiago Employee Rodriguez, Wendell Employee Rojas, Alejandra **Employee** Rojas, Sergio Employee Rolon, Savion Employee Rolon, Savion Employee

Interested Parties - Employees (Current & Former) August 4, 2025

Creditor Category Romano, Anthony Employee Romero, Daniel Employee Romero, Rodney Employee Employee Rosa, Aaron Employee Rosario, Alexander Rosario, Mariano Employee Employee Rose, Max Rosenberg, Zach **Employee** Employee Rosin, Yale Ross, Schuyler Employee Rossomando, Kim Employee Rotbart, Baruch Employee Rothweiler, Kavci Employee Rotker, Harry Employee Employee Rubbo, Danielle Employee Ruiz, Gerardo Russo, Taya Employee Employee Ryan, Benjamin Sabogal-Arboleda, Sebastian **Employee** Employee Saleh, Sophie Salgado, Sarah Employee Sall, Seynabou Employee Salop, Elias David Employee Salvero, Joseph Employee Samaniego, Salma **Employee** Samb, Dane Employee Sambath Kumar, Khushhal Employee Sanchez, Beatrice **Employee** Employee Sanchez, Bertyn Sanchez, Hernan **Employee** Employee Sanchez, Nichole Sanchez, Stephanie Employee Santiago, Ericka Employee Santiago, Ericka Employee Employee Santiago, Jermaine Santiago, Jesus **Employee** Santiago, Lesli Employee Employee Santos, Dario Santos, Yesenia Employee Sanvitto, Anita Employee Sapp. Brianna Employee Sara, Adithya Khadke **Employee** Schachner, Lawrence James Employee Schachter, Kenneth Employee Schonbach, Tiffany **Employee** Schonbach, Tiffany **Employee** Schraub, Samantha **Employee** Schrock, Caleb Employee Schur, Zachary Employee Schwartz, Sara Employee Employee Scipioni, Michael Sclafani, Andrew Employee Sclafani, Remy **Employee** Scordia, Robert Employee Employee Scotto, Christina Scotto, Michelle Employee Sease. Katharine Employee Seeley, Nelson **Employee** Employee Seligman, Evan Selke, Benjamin Employee Sempepos, Sophia Employee

Interested Parties - Employees (Current & Former) August 4, 2025

Creditor Category Serrano, Daniel Employee Shack, Zoe Employee Shambro, Joseph Employee Employee Sheehan, Molly Employee Sherrell, Justin Shipman, Shaeim Employee Shitrit. Shira Employee Shiwram, Stephanie **Employee** Employee Shuken, Sarah Employee Shutler, Neale Silberberg, Ninell Employee Sillah, Kadijatou Employee Silva. Rachel Employee Silverman, Jonah Employee Employee Simonson, Carter Employee Sinha, Neal Skelton, Matthew Employee Employee Slivka, Joseph Slivka, Lilv **Employee** Smith, Christian Employee Smith, Latharia Employee Smith, Sascha Employee Smith, Shadé Employee Sorokina, Tatiana Employee Sparkes. Kwame Employee Speier, Mason Employee Springer, Robert Employee Stack, Victoria Employee Employee Stallone, Sabrina Standridge, Stanley Employee Employee Steen, Marianna Employee Stephenson, Gavin Employee Steward, Jason Stewart, Josiah Employee Stockon, Domonique Employee Stokes, Richard **Employee** Sufra, Jean Employee Employee Sukhoverskyi, Taras Sullivan, Ryan Employee Sumpter, Vinson Employee Sutera. Catherine Employee Employee Sutherland, Danielle Sweet-Alexis, Vanessa Employee Employee Symeonidis, Elias Employee Tamer, Luca Tancredi. Luke Employee Tapia, Francisco Javier **Employee** Employee Taveras, Gisel Taylor, Marlee Kaye Employee Teague, Alexis Employee Employee Tepale, Gilberto Teran, Angel Employee Theodule, Keddie Employee Employee Thomas, Adia Employee Thomas, Connor Employee Thompson, Isis Thompson, Jacob Employee Thompson, Michael **Employee** Employee Thorpe, Lydon Tiberin, Ofer Employee Employee Tiemogo, Amadou

Interested Parties - Employees (Current & Former) August 4, 2025

Creditor Category Tilmon, Lakecia Employee Tirado, Joshua Employee Todaro, Gabriel Employee Employee Toledo, Jorge Employee Torres, Andres Torres, Ashley Employee Employee Torres, Emmanuel Torres. Juan **Employee** Employee Touson, Eslam Tovar Jr., Jorge Employee Tovar, Adrian Employee Trahan, Garret Employee Employee Tran, Tyler Trapala, Roberto Employee Employee Trawally, Aramatou Employee Tresova, Klaudio Trigueros, Gonzalo Employee Trindade, Angelica Employee Tse. Caroline **Employee** Employee Tusing, Tyler Employee Urbanowycz, Stephan Urbina, Lucas Employee Utts. Alexander Employee Vaccaro, Elizabeth Employee Valdes Toetu'u, Marley Juan Employee Employee Valdez, Keudy Employee Valet, Joshua Van Der Riet, Sabrina Employee Employee Van Roon, Alexander Vargas, Katheryn Employee Employee Vargas, Kelsey Vasquez, Eutiquio Employee Vasquez, MaiQuel Employee Vazquez, Richard Employee Vega, Gabriel Employee Velez, Nestor **Employee** Velez, Shaveli Employee Employee Venancio, Joseph Ventura, JeanCarlos Employee Verdun, Walter Employee Veronica, Ismael Employee Vicuna, Michael **Employee** Vielot, Vertus Employee Vitale, Joseph Employee Vogel, Drew Employee Vuckovic, Mateja Employee Walker, Joanna **Employee** Employee Wallace, Dustin Employee Wallace, Mark Waring, Kason Employee Employee Warnoc, Nicholas Washington, Letrell Employee Weeden, Jonathan **Employee** Weidenbacher, Trevor Employee Employee Westfall, Jaymes Weston, Will Employee Whidby, Samantha Employee White, Keith **Employee** Employee White, Terena Whitted, Maurice Employee Willburger, Elizabeth Employee

Interested Parties - Employees (Current & Former) August 4, 2025

Creditor Category William, Stephen Employee Williams, Kareem Employee Williams, Leroy Employee Williams, Paul Employee Willis, Zoe Employee Employee Wilson, Maria Wilson, Michael Employee Wimbush. Cashonee Employee Wimms, Terrard Employee Wise, Schiffon Employee Wixon, Rochelle Employee Wolf, Lesley Employee Wong, Wen-Ting Employee Employee Wu, Danny Wyatt, Joshua Employee Wyker, Stephen Employee Yalin, Sibel Employee Yanez, Alex Employee Yaneza, John Employee Employee Yaneza, John Yang, Chin Yu Employee Yao, Yihjen Employee Yates, Abby Employee Yennie, Shannon Employee Employee Yennie. Shannon Employee Yi, Mike Zamacona, Enrique Employee Employee Zamacona, Marco Antonio Zamacona, Victor Employee Zapata, Viviana Employee Zeida, Pinguedwende Charles Employee Employee Zgoda, Emilia Zhamkenova, Assylay Employee Employee Zhu, Olivia Zilversmit, Jacob Employee Zimmerman, Giselle Employee Employee Zoppi, Gerard Zouiouecehe, Ali Employee de Graaf, Glenn Employee del Castillo, Lily Employee

Interested Parties - Landlords August 4, 2025

Creditor
Packin Realty Company, LLC
Gardner Purchaser LLC
Stewart Purchaser LLC
Vlat, LLC

Category Landlord Landlord Landlord Landlord

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**Avant Gardner** *Interested Parties - Equity Holders August 4, 2025* 

CreditorCategoryJurgen BildsteinEquity Holder

Avant Gardner Interested Parties - D&O August 4, 2025

Creditor
Gary Richards
Faisal Lateef
Hooman Yazrahi

Category
Directors & Officers
Directors & Officers
Directors & Officers

Interested Parties - Benefits August 4, 2025

Creditor Category **GIS Benefits** Benefits National EAP Benefits FlexFacts Benefits United Healthcare Benefits ADP Benefits Allied Benefits Benefits CMC Interactive, LLC Benefits Charles Schwab Benefits

Interested Parties - Insurance August 4, 2025

Creditor	Category
Standard Security Life Insurance Company	Insurance
The NY State Insurance Fund	Insurance
StarStone Specialty Insurance Co	Insurance
Republic Vanguard Insurance Co	Insurance
Hiscox Insurance Co	Insurance
Beazley Excess & Surplus Lines Ins inc	Insurance
Zurich American Insurance Company	Insurance
Homeland Ins Co of Delaware	Insurance
Underwriters at Lloyd's	Insurance
Ascot Ins Co	Insurance
Vantage Risk Assurance Co	Insurance
HDI Global Specialty SE	Insurance
Texas Ins Co	Insurance
Axis Surplus Insurance Co	Insurance
HGR Group Inc	Insurance
CAC Group	Insurance

Interested Parties - RX Professionals August 4, 2025

## Creditor

Triple P Securities, LLC (Portage Point Partners)
Triple P TRS, LLC (Portage Point Partners)
Sidley Austin LLP
Young Conaway Stargatt & Taylor, LLP
Verita Global

## Category

Restructuring Professionals Restructuring Professionals Restructuring Professionals Restructuring Professionals Restructuring Professionals

Interested Parties - Lenders & Agents August 4, 2025

Creditor Category **Axar Capital** Lender TVT Capital Source LLC Lender Pinnacle Business Funding LLC Lender Alter Domus Agent Strategic Yieldco LLC Lender Strategic III Diversified Growth Fund LLC Lender Strategic Consolidated Income Fund LLC Lender Strategic Diversified Income Fund LLC Lender Michigan Diversified Income Fund LLC Lender NYC Festivals, LLC Lender NYC Club Event, LLC Lender SFXE IP LLC Lender LiveStyle Holdings, Inc Lender HYG Financial Services, Inc. Lender **ACE Endico Corporation** Lender US Foods, Inc. Lender

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Avant Gardner Interested Parties - Banks August 4, 2025

**Creditor**J.P. Morgan Chase

**Category** Banks

Interested Parties - Taxing Authorities August 4, 2025

## Creditor

Internal Revenue Service
New York State Department of Taxation and Finance
New York City Department of Finance
New York Department of Labor
State of Delaware

## Category

Taxing Authorities Taxing Authorities Taxing Authorities Taxing Authorities Taxing Authorities

Interested Parties - Litigation August 4, 2025

Creditor	Category
Fred Orsita	Litigation
Nicholas De Heras	Litigation
Narendra Persaud	Litigation
Mark Kabbeko	Litigation
508 Operations LLC	Litigation
Nicole Brockmole	Litigation
Lauren Bair	Litigation
Nick Ercklentz	Litigation
Alexandra Avchukov	Litigation
Quentin Chappat	Litigation
Sandra Maestra Pereira	Litigation
Kris lyer	Litigation
Anthony Palie	Litigation
Dakota Bedell	Litigation
Carl Corbo	Litigation
Annabel Gould	Litigation
Dolores Thompson	Litigation
Bridgette Winkelmann	Litigation
Billy Ting	Litigation
Duoc Vo	Litigation
Garry Huang	Litigation
Jeffrey Wang	Litigation
Joshua Chin	Litigation
Willy Ngo	Litigation
Steven Scinto	Litigation
James Power	Litigation
Kimberly Power	Litigation
Rupert Byron Finlay Ramsay	Litigation
AG Light and Sound, Inc.	Litigation
Manhattan Mirage Inc. & Lorenzo P. Anderson aka LP Anderson	Litigation
Medpro RRG Risk Retention Group	Litigation
Sviatoslav Dobriuk	Litigation
Brocho V.H. LLC	Litigation
Goldstar Staffing Corp. & Marcos Sanchez	Litigation
T&M USA LLC	Litigation
Laser Light Company	Litigation
Sunbelt Rentals Inc.	Litigation
Raven Production Management Group, LLC	Litigation
The Bright Pursuit LLC	Litigation
WeatherPrep LLC	Litigation
Entertainment & Rigging	Litigation
Michael Hang	Litigation
NY Tent LLC	Litigation
Brett Carter Christopher Adams	Litigation
Christopher Adams Daniel Ahn	Litigation Litigation
Daniel Chiu	Litigation
Jin Ang	Litigation
John Jeon	Litigation
John Sun	Litigation
Joseph Lee	Litigation
Joshua Friedman	Litigation
Timmy Howard	Litigation
Weichieh Chi	Litigation
Afara Mir	Litigation
Albeil Benitez-Maruri	Litigation
	9

Interested Parties - Litigation August 4, 2025

Creditor Category Ana Ralbovski Litigation Andres Felipe Perez Guzman Litigation Anbal Mendoza Litigation Anna Skakhbazov Litigation Ariel Ramage Litigation Arturo Olmos Litigation Augusto Meyo Litigation Ayla Brown Litigation Celestino Cruz Guevara Litigation Danielle Casale Litigation Diana Henriquez Litigation **Doris Galinec** Litigation Eddy Cedeno Litigation Felipe Castro Litigation Fernando Romero Litigation Giovanni William Tamayo Litigation Giselle Johnson Litigation Hector Rodriguez Litigation Janela Bunke Litigation Janelle Colantuone Litigation Jorge Mota Cortorreal Litigation Jovanna Del Plato Litigation Jovanni Espinoza Litigation Juan Carlos Garcia Litigation Kaitlene Tan Litigation Kaitlin Capacccio Litigation Laurie Bowen Litigation Lingpeng Qian Litigation Luis Rafael Velazquez Litigation Margarite Morano Litigation Miguel Ocampo Litigation Nazareth Dehkordi Litigation Nilsson Dominguez Litigation Norberto Campos Hernandez Litigation Litigation Omar Cruz Paola Montellese Litigation Paulina Lempicka Litigation Rosalina Giaquinto Litigation Sabrina Lorena Rojas Litigation Sarah Kabir Litigation Tiffany Rasombath Litigation

Interested Parties - Contractors August 4, 2025

Creditor Category Alex Joss Contractors Discotech Contractors Luffy Contractors QianLingPeng Contractors Amaju Contractors Bryan Lee Contractors Deep Roots Contractors Frank Nostros Contractors Indo Warehouse Contractors Jahan Hussain Contractors Jay Lin Contractors Joey Sutera Contractors Lisa Marcelo Contractors Nervous Records Contractors Nochum Schechter Contractors Sheriff Wasfy Contractors Dream Hospitality Group Contractors Nick Mora Contractors

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Avant Gardner Interested Parties - UCC Lien Parties August 4, 2025

**Creditor**First Corporate Solutions

**Category**UCC Lien Parties

# EXHIBIT C

**Proposed Order** 

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

In re:

AGDP HOLDING INC., et al., 1

Case No. 25-11446 ([•])

Debtors.

(Jointly Administered)

Ref: Docket No. [•]

Chapter 11

# ORDER APPOINTING KURTZMAN CARSON CONSULTANTS, LLC DBA VERITA GLOBAL AS CLAIMS AND NOTICING AGENT EFFECTIVE AS OF THE PETITION DATE

Upon the application (the "Section 156(c) Application")<sup>2</sup> of the Debtors for entry of an order (this "Order") appointing Kurtzman Carson Consultants, LLC dba Verita Global ("Verita") as claims and noticing agent in the chapter 11 cases (the "Claims and Noticing Agent") effective as of the Petition Date, to, among other things, (a) distribute required notices to parties in interest, (b) receive, maintain, docket, and otherwise administer the proofs of claim filed in the chapter 11 cases, and (c) provide such other administrative services as required by the Debtors that would fall within the purview of services to be provided by the Clerk's office, as more fully set forth in the Section 156(c) Application; and this Court having reviewed the Section 156(c) Application, the First Day Declaration, and the Gershbein Declaration; and this Court having jurisdiction to consider the Section 156(c) Application and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States

<sup>&</sup>lt;sup>1</sup> The Debtors in these chapter 11 cases, together with the last four digits of the Debtors' federal tax identification number, are AGDP Holding Inc. (6504); Avant Gardner, LLC (6504); AG Management Pool LLC (9962); EZ Festivals LLC (8854); Made Event LLC (6272); and Reynard Productions, LLC (5431). The Debtors' service address is 140 Stewart Ave, Brooklyn, NY 11237, Attn: General Counsel.

<sup>&</sup>lt;sup>2</sup> Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Section 156(c) Application.

District Court for the District of Delaware, dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Section 156(c) Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that proper and adequate notice of the Section 156(c) Application has been given and that no other or further notice is necessary; and upon the record herein; and after due deliberation thereon; and this Court having determined that the relief requested in the Section 156(c) Application is in the best interests of the Debtors, their estates, their creditors, and other parties in interest, it is hereby

## ORDERED, ADJUDGED, AND DECREED THAT:

1.

- 2. Notwithstanding the terms of the Services Agreement attached to the Section 156(c) Application, the Section 156(c) Application is granted solely as set forth in this Order.
- 3. The Debtors are authorized to retain Verita as the Claims and Noticing Agent in these chapter 11 cases, effective as of the Petition Date, under the terms of the Services Agreement, and Verita is authorized to perform the Claims and Noticing Services and to receive, maintain, record, and otherwise administer the proofs of claim filed in these chapter 11 cases, and perform all related tasks as set forth in the Section 156(c) Application.
- 4. Verita shall serve as the custodian of court records and shall be designated as the authorized repository for all proofs of claim filed in these chapter 11 cases, and is authorized to maintain the official Claims Register for the Debtors and to provide the Clerk with a certified duplicate thereof upon request of the Clerk.

- 5. Verita is authorized and directed to provide an electronic interface for filing proofs of claim and to obtain a post office box or address for the receipt of proofs of claim.
- 6. Verita is authorized to take such other actions as required to comply with all duties set forth in the Section 156(c) Application and this Order.
- 7. Verita shall comply with all requests of the Clerk and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c).
- 8. Without further order of this Court, the Debtors are authorized to compensate Verita in accordance with the terms and conditions of the Services Agreement, as may be modified by mutual agreement between the Debtors and Verita, upon receipt of reasonably detailed monthly invoices setting forth the services provided by Verita and the rates charged for each, and to reimburse Verita for all reasonable and necessary expenses it may incur, upon the presentation of appropriate documentation, without the need for Verita to file fee applications or otherwise seek Court approval for the compensation of its services and reimbursement of its expenses.
- 9. Verita shall maintain records of all services showing dates, categories of services, fees charged and expenses incurred, and shall serve monthly invoices on the Debtors, the U.S. Trustee, counsel for the Debtors, counsel for any statutory committee monitoring the expenses of the Debtors, and any party in interest that specifically requests service of the monthly invoices.
- 10. The parties shall meet and confer in an attempt to resolve any dispute that may arise relating to the Services Agreement or monthly invoices, provided that parties may seek resolution of the matter from the Court if resolution is not achieved.
- 11. Pursuant to section 503(b)(1)(A) of the Bankruptcy Code, Verita's fees and expenses incurred in connection with the Claims and Noticing Services shall be an administrative expense of the Debtors' chapter 11 estates.

- 12. Verita may first apply its retainer to all prepetition invoices and, thereafter, have the retainer replenished to the original retainer amount and, thereafter, to hold the retainer under the Services Agreement during the chapter 11 cases as security for the payment of fees and expenses incurred under the Services Agreement.
- 13. The Debtors are authorized to indemnify the Indemnified Parties (as defined in the Services Agreement) under the terms of the Services Agreement:
  - (a) The Indemnified Parties shall not be entitled to indemnification, contribution or reimbursement pursuant to the Services Agreement for services other than the Claims and Noticing Services provided under the Services Agreement, unless such services and the indemnification, contribution, or reimbursement therefor are approved by the Court;
  - (b) Notwithstanding anything to the contrary in the Services Agreement, the Debtors shall have no obligation to indemnify the Indemnified Parties, or provide contribution or reimbursement to the Indemnified Parties, for any claim or expense that is either: (i) judicially determined (the determination having become final) to have arisen from the Indemnified Parties' gross negligence, willful misconduct, or fraud; (ii) for a contractual dispute in which the Debtors allege the breach of the Indemnified Parties' contractual obligations if the Court determines that indemnification, contribution, or reimbursement would not be permissible pursuant to *In re United Artists Theatre Co.*, 315 F.3d 217 (3d Cir. 2003); or (iii) settled prior to a judicial determination under (i) or (ii), but determined by this Court, after notice and a hearing, to be a claim or expense for which the Claims and Noticing Agent should not receive indemnity, contribution, or reimbursement under the terms of the Services Agreement as modified; and
  - (c) If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in these chapter 11 cases (that order having become a final order no longer subject to appeal), or (ii) the entry of an order closing these chapter 11 cases, the Indemnified Parties believe that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution and/or reimbursement obligations under the Services Agreement (as modified by this Order), including without limitation the advancement of defense costs, the Indemnified Parties must file an application therefor in this Court, and the Debtors may not pay any such amounts to the Indemnified Parties before the entry of an order by this Court approving the payment. This paragraph is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by the Indemnified Parties for indemnification, contribution, or reimbursement, and not a provision

limiting the duration of the Debtors' obligation to indemnify the Indemnified Parties. All parties in interest shall retain the right to object to any demand by the Indemnified Parties for indemnification, contribution, or reimbursement.

- 14. In the event Verita is unable to provide the Claims and Noticing Services, Verita shall immediately notify the Clerk and Debtors' counsel and cause all original proofs of claim and computer information to be turned over to another claims and noticing agent with the advice and consent of the Clerk and Debtors' counsel.
- 15. Verita shall not cease providing claims processing services during these chapter 11 cases for any reason, including nonpayment, without an order of the Court authorizing Verita to do so.
- 16. The Debtors may submit a separate retention application, pursuant to section 327 of the Bankruptcy Code or any applicable law, for work that is to be performed by Verita but is not specifically authorized by this Order.
- 17. In the event of any inconsistency between the Services Agreement, the Section 156(c) Application, and this Order, this Order shall govern.
- 18. All objections to the entry of this Order, to the extent not withdrawn or settled, are overruled.
- 19. Notwithstanding Bankruptcy Rule 6004(h), to the extent applicable, the terms and conditions of this Order are immediately effective and enforceable upon its entry.
- 20. The Debtors are authorized and empowered to take all actions necessary or appropriate to implement the relief granted in this Order.
- 21. Notwithstanding any term in the Services Agreement to the contrary, this Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation and enforcement of this Order.