

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

*In re*

**AN GLOBAL LLC, *et al.*,<sup>1</sup>**

**Debtors.**

Chapter 11

Case No. 23-11294 (JKS)

(Jointly Administered)

**Re: Docket No. 589**

**ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT OF  
HANCOCK ASKEW & CO., LLP AS TAX ADVISOR TO THE DEBTORS AND  
DEBTORS IN POSSESSION PURSUANT TO SECTIONS 327(a), 328(a), AND 330 OF  
THE BANKRUPTCY CODE, BANKRUPTCY RULES 2014(a) AND 2016, AND  
LOCAL RULES 2014-1 AND 2016-2, EFFECTIVE AS OF DECEMBER 15, 2023**

Upon the application (the “Application”)<sup>2</sup> of the Debtors for entry of an order (this “Order”) pursuant to sections 327(a), 328(a) and 330 of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016, and Local Rules 2014-1 and 2016-2, authorizing the Debtors to employ and retain Hancock Askew & Co., LLP (“Hancock”) as tax advisor, on the terms set forth in the Engagement Letter annexed to the Application; and upon the Smith Declaration annexed to the Application; all as more fully set forth in the Application; and this Court having jurisdiction over

<sup>1</sup> The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor’s federal tax identification number or registration number in the applicable jurisdiction, are: AN Global LLC (5504); AgileThought, Inc. (2509); 4th Source Holding Corp. (9629); 4th Source Mexico, LLC (7552); 4th Source, LLC (7626); AgileThought Brasil-Consultoria Em Tecnologia LTDA (01-42); AgileThought Brasil Servicos de Consultoria Em Software (01-20); AgileThought Costa Rica S.A. (6822); AgileThought Digital Solutions, S.A.P.I. de C.V. (3KR0); AgileThought México S.A. de C.V. (7E46); AgileThought, LLC (7076); AgileThought Servicios Administrativos, S.A. de C.V. (4AG1); AgileThought Servicios México S.A. de C.V. (8MY5); AgileThought, S.A.P.I. de C.V. (No Tax ID); AGS Alpama Global Services USA, LLC (0487); AN Data Intelligence, S.A. de C.V. (8I73); AN Extend, S.A. de C.V. (1D80); AN Evolution, S. de R.L. de C.V. (7973); AN USA (5502); AN UX, S.A. de C.V. (7A42); Cuarto Origen, S. de R.L. de C.V. (0IQ9); Entrepids México, S.A. de C.V. (OCYA); Entrepids Technology Inc. (No Tax ID); Facultas Analytics, S.A.P.I. de C.V. (6G37); Faktos Inc., S.A.P.I. de C.V. (3LLA); IT Global Holding LLC (8776); and QMX Investment Holdings USA, Inc. (9707); AgileThought Argentina, S.A. (No Tax ID); AGS Alpama Global Services México, S.A. de C.V. (No Tax ID); Tarnow Investment, S.L. (No Tax ID); Anzen Soluciones, S.A. de C.V. (No Tax ID); and AgileThought Latam LLC (No Tax ID). The Debtors’ headquarters are located at 222 W. Las Colinas Boulevard, Suite 1650E, Irving, Texas 75039.

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



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this matter pursuant to 28 U.S.C. §§ 157 and 1334; and that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that venue of this proceeding and the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Application is in the best interests of the Debtors, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Application and opportunity for a hearing on the Application were appropriate and no other notice need be provided; and this Court having reviewed the Application; and this Court having determined that the legal and factual bases set forth in the Application establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Application is APPROVED as set forth herein.
2. The Debtors are hereby authorized to retain Hancock as tax advisor to the Debtors, effective as of December 15, 2023, on the terms set forth in the Engagement Letter, as modified by this Order.
3. Hancock shall file fee applications and be compensated in accordance with sections 330 and 331 of the Bankruptcy Code, applicable Bankruptcy Rules, the Local Rules, this Order and any other applicable orders of this Court.
4. The Debtors shall be bound by the indemnification and other provisions of the Engagement Letter and will indemnify Hancock pursuant to the Engagement Letter subject, during the pendency of the Chapter 11 Cases, to the following:

- a. Hancock shall not be entitled to indemnification, contribution, or reimbursement pursuant to the Engagement Letter for services, unless such services and the indemnification, contribution, or reimbursement therefor are approved by the Court;
- b. The Debtors shall have no obligation to indemnify Hancock, or provide contribution or reimbursement to Hancock, and Hancock may be liable for damages and any damages assessed shall not be limited as provided in the Engagement Letter, for any claim or expense that is either: (i) judicially determined (the determination having become final) to have arisen from Hancock's negligence, fraud, willful misconduct, breach of fiduciary duty, if any, bad faith, or self-dealing; (ii) for a contractual dispute in which the Debtors allege the breach of Hancock's contractual obligations, unless the Court determines that indemnification, contribution, or reimbursement would be permissible under applicable law; or (iii) settled prior to a judicial determination as to the exclusions set forth in clauses (i) and (ii) above, but determined by this Court, after notice and a hearing, to be a claim or expense for which Hancock should not receive indemnity, contribution, or reimbursement under the terms of the Engagement Letter as modified by this Order; and
- c. If, during the pendency of these Chapter 11 Cases, Hancock believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification obligations under the Engagement Letter, including, without limitation, the advancement of defense costs, Hancock must file an application therefor in this Court, and the Debtors may not pay any such amounts to Hancock

before the entry of an order by this Court approving the payment. This subparagraph (c) is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by Hancock for indemnification, contribution, or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify Hancock. All parties in interest shall retain the right to object to any demand by Hancock for indemnification, contribution, or reimbursement.

5. Any request for compensation under the terms of the Engagement Letter shall be subject to the standard of review set forth in section 330 of the Bankruptcy Code by all interested parties.

6. Prior to any increases in Hancock's rates, Hancock shall provide notice of such increase to the Debtors and the U.S. Trustee. A supplemental affidavit shall explain the basis for the requested rate increases in accordance with section 330(a)(3)(F) of the Bankruptcy Code and state whether the Debtors have consented to the rate increase. The U.S. Trustee retains all rights to object to any rate increase on all grounds including, but not limited to, the reasonableness standard provided for in section 330 of the Bankruptcy Code, and all rates and rate increases are subject to review by the Court.

7. To the extent informed by the Debtors, Hancock shall use its best efforts to avoid any duplication of services provided by any of the Debtors' other retained professionals in the Chapter 11 Cases.

8. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

9. To the extent the Debtors and Hancock enter into any amendment to the Engagement Letter, the Debtors will file such statements of work with this Court and serve such statements of work upon all parties listed in the Debtors' Core/2002 Service List. To the extent any such parties object within 10 days of such new statements of work being served to the additional services to be provided by Hancock, the Debtors will promptly schedule a hearing before the Court. All additional services will be subject to the provisions of this Order.

10. To the extent there is inconsistency between the terms of the Engagement Letter, the Application, and this Order, the terms of this Order shall govern.

11. Hancock shall have whatever duties are imposed by applicable law.

12. Notice of the Application satisfies the requirements of Bankruptcy Rule 6004(a).

13. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Application.

14. This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Dated: January 17th, 2024  
Wilmington, Delaware

  
J. KATE STICKLES  
UNITED STATES BANKRUPTCY JUDGE