

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)  
  
**Objection Deadline: June 13, 2024 at 4:00 p.m. (ET)**  
**Hearing Date: July 9, 2024 at 11:00 a.m. (ET)**

**DEBTORS’ MOTION FOR ENTRY OF AN ORDER (I) AUTHORIZING THE  
RETENTION OF CARROLL SERVICES LLC TO PROVIDE JAMES CARROLL AS  
WIND-DOWN ADMINISTRATOR AS OF APRIL 5, 2024, (II) AUTHORIZING THE  
RESIGNATION OF JAMES FELTMAN AS CHIEF RESTRUCTURING OFFICER,  
AND (III) GRANTING RELATED RELIEF**

The debtors and debtors-in-possession in the above-captioned cases (collectively, the “Debtors”) in the above-captioned chapter 11 cases, by and through their undersigned counsel, respectfully request entry of an order, pursuant to sections 105(a) and 363 of title 11 of the United States Code, as amended (the “Bankruptcy Code”) and rule 6004 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) authorizing the retention of Carroll Services LLC (“Carroll Services”) to provide James Carroll as the Wind-Down Administrator to the Debtors (the “Wind-Down Administrator” or “Wind-Down Manager”), effective as of April 5, 2024 (the “Effective Date”), (ii) authorizing the resignation of James Feltman as Chief Restructuring Officer, and (iii) granting related relief. In support of this motion (this “Motion”), the Debtors, by and through their undersigned counsel, respectfully represent:

<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, LLC (7626); AgileThought Brasil Servicos de Consultoria Em Software (01-20); AgileThought Digital Solutions, S.A.P.I. de C.V. (3KR0); AgileThought México S.A. de C.V. (7E46); AgileThought, LLC (7076); AGS Alpama Global Services USA, LLC (0487); AN Extend, S.A. de C.V. (1D80); AN Evolution, S. de R.L. de C.V. (7973); 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); 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); Tarnow Investment, S.L. (No Tax ID); and Anzen Soluciones, S.A. de C.V. (No Tax ID). The Debtors’ headquarters are located at 222 W. Las Colinas Boulevard, Suite 1650E, Irving, Texas 75039.



**JURISDICTION AND VENUE**

1. The Court has jurisdiction over the Motion pursuant to 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order of Reference of the United States District Court for the District of Delaware, dated as February 29, 2012. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2), and the Debtors confirm their consent pursuant to Rule 9013-1(f) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”) to the entry of a final order by the Court in connection with this Motion 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. Venue for this matter is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

2. The statutory bases for the relief requested herein are sections 105(a) and 363 of the Bankruptcy Code and Bankruptcy Rule 6004.

**BACKGROUND**

3. On August 28, August 29, September 1, October 6, and December 28, 2023 (as applicable, the “Petition Date”), the Debtors commenced their bankruptcy cases by filing voluntary petitions for relief under chapter 11 of the Bankruptcy Code (the “Chapter 11 Cases”). The Debtors are operating their businesses as debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

4. On September 7, 2023, the United States Trustee for the District of Delaware (the “U.S. Trustee”) appointed an official committee of unsecured creditors (the “Committee”) [Docket No. 88]. No request has been made for the appointment of a trustee or examiner.

5. The events leading up to the Petition Date and the facts and circumstances supporting the relief requested herein are set forth in the *Declaration of James S. Feltman*,

*Chief Restructuring Officer of the Debtors, in Support of First Day Relief* [Docket No. 13], which is incorporated herein by reference.

6. The Debtors commenced the Chapter 11 Cases with the goal of effectuating a value-maximizing sale transaction for the benefit of their stakeholders. In furtherance of that goal, on September 1, 2023, the Debtors filed a motion seeking, among other things, the approval of bidding procedures (the “Bidding Procedures”) for the sale of all or substantially all of their assets (the “Assets”) and approval of the sale (the “Sale”) of the Assets [Docket No. 72].

7. Prior to the Petition Date, the Debtors engaged James Feltman as their Chief Restructuring Officer and this Court entered an order authorizing the Debtors to retain Teneo Capital LLC (“Teneo”) to provide Mr. Feltman as chief restructuring officer and provide additional personnel to assist him. [D.I. 167].

8. On September 25, 2023, the Court entered an order (the “Bidding Procedures Order”) [Docket No. 132] approving, among other things, the Bidding Procedures and the timeline for the Sale of the Assets. On October 10, 2023, the Court entered an order [Docket No. 233] approving, among other things, the Debtors’ selection of AT Holdings Corp. as the stalking horse bidder (the “Stalking Horse Bidder” or “Purchaser”).

9. On November 15, 2023, after not receiving any additional qualified bids, in accordance with the Bidding Procedures Order, the Debtors filed the *Notice of Designation of Successful Bidder and Cancellation of Auction* [Docket No. 432], announcing the designation of the Stalking Horse Bidder, as the successful bidder for the Assets. Accordingly, the Auction was cancelled, and the Debtors concluded that it was in the best interest of their creditors and estates to seek approval of the Sale to the Stalking Horse Bidder.

10. On December 28, 2023, the Court entered the *Order (I) Approving the Sale of Assets Free and Clear of Liens, Claims, Interests and Encumbrances, (II) Approving the*

*Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection Therewith and (III) Granting Related Relief* [Docket No. 590] (the “Sale Order”), which approved the Sale to the Purchaser pursuant to the Asset Purchase Agreement attached as Exhibit 1 to the Sale Order (the “APA”).<sup>2</sup>

11. The APA provides for the possibility of specific Debtors selling their assets at separate closings (each, a “Closing” and collectively, the “Closings”). Specifically, the APA contemplated that a closing relating to assets and assumed liabilities for the Debtors’ Mexican operations might have to be staged over time with the possibility of multiple interim closings. See APA §§7.2 and 7.13.

12. Attached to the APA at Exhibit G was an Operating and Collection Services Agreement (the “Transition Services Agreement” or “TSA”) pursuant to which certain of the Mexican Debtors agreed to provide certain services to the Purchaser while the Debtors’ customers (the “Mexican Delayed Customers”) went through an onboarding process to comply with Mexican tax and regulatory requirements for the proposer assignment of customer contracts. Until such onboarding processes are complete the Purchaser cannot take an assignment of the Mexican Delayed Customers’ contracts, nor can the Purchaser employ the employees who service the Mexican Delayed Customers. Thus, the reason for the delayed closings contemplated in the APA with respect to Mexican operations, customers and employees. Mr. Feltman was appointed as the initial Wind-Down Administrator under the TSA.

13. The first Closing—covering all of the Debtors’ non-Mexican entities and assets, and certain portions of the Debtors’ Mexican business—occurred on December 31, 2023. See

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<sup>2</sup> The final, amended form of the APA was attached to the *Notice of (I) First Closing of Sale of the Debtors’ Assets and (II) Filing of Schedules of Assigned Contracts for First Closing* filed on January 3, 2024 [Docket No. 602]. All references to the terms of the APA provided herein are subject in their entirety to the terms of the APA. To the extent there is any conflict between the summary of APA terms provided herein and the APA, the APA shall govern in all respects.

Docket No. 602. Certain further portions of the Debtors' assets were sold in connection with the second Closing, which occurred on April 12, 2024. See Notice of (I) Second Closing of Sale of the Debtors' Assets and (II) Filing of Schedules of Assigned Contracts for Second Closing [Docket No. 849]. Based on the expected timing of certain customer consents, the Debtors and the Purchaser are targeting a final Closing to occur in July of 2024.

14. In broad terms, following the first Closing, between the APA and the TSA, the full operational control over the Debtors' former business was transferred to the Purchaser and the Purchaser makes all day-to-day decisions regarding the operation of such.

- (a) The Purchaser has full authority over the onboarding process for the Mexican Delayed Customers, in which the Debtors have no involvement.
- (b) The Purchaser oversees all aspects of contract services fulfillment and relationship management with the Mexican Delayed Customers.
- (c) The Purchaser oversees and directs the Debtors' employees who service the Mexican Delayed Customers.
- (d) The Purchaser has full authority and control over any remaining vendor relationships with remain with Debtors with respect to business operations and contract fulfillment.

15. Certain, discrete functions remained with the Debtors with respect to business operations. Those functions are:

- (a) An accounts receivable function for all customers until they complete the onboarding process;
- (b) A payroll function for all employees who have not yet transitioned to the employ of the Purchaser (the Purchaser has full authority to direct the remaining employees in the conduct of their job responsibilities); and

(c) An accounts payable function for certain vendors that will remain with the Debtors until a final Closing.

16. Other than those functions, the Debtors have no involvement in the day-to-day operations of the business. The remainder of the Debtors' efforts, responsibilities and duties are classic wind-down functions such as terminating employee benefit plans, filing tax returns, deregistering Debtors in jurisdictions where they were registered to operate, and overseeing litigation claims.

17. On February 29, 2024, the Court entered its *Order Granting Debtors' Motion Approving the Dismissal of the Debtors' Chapter 11 Cases and Granting Related Relief* (the "Dismissal Motion") [Docket No. 776], which approved the dismissal of the cases of fourteen (14) Debtors (the "Dismissed Debtors").

18. On March 27, 2024, the Court entered its *Order Granting Debtors' Motion for Entry of an Order (I) Approving Procedures for the Distribution of Certain Funds, (II) Approving Procedures for the Dismissal of Certain of the Debtors' Chapter 11 Cases, and (III) Granting Related Relief* [Docket No. 799] (the "Dismissal Procedures Order"). The Dismissal Procedures Order provides for a structure under which the remaining Debtors (the "Remaining Debtors") may wind down their operations and dismiss their cases in an orderly manner consistent with the TSA.

19. Importantly, the Dismissal Procedures Order entrusted the Wind-Down Administrator (called the Wind-Down Manager in the Dismissal Procedures Order) to perform the tasks necessary prior to dismissal of any Remaining Debtor. Those tasks are generally overseeing the remaining cash at each Remaining Debtor, reviewing and paying Administrative Claims (as defined in the Dismissal Motion), UST Fees and Professional Fee Claims.

20. Over the course of March 2024, all of the Debtors' directors other than Patrick Bartels, the lone independent director, resigned from the board of the parent company where

they served, AgileThought, Inc. In addition, Mr. Bartels' contract to serve as an independent director expired on March 31, 2024. To address this on April 5, 2024, Mr. Bartels approved a resolution electing and appointing James Carroll as a director of AgileThought, Inc. and, upon Mr. Carroll's appointment, the resignation of Mr. Bartels.

21. Mr. Carroll is not charging a fixed monthly or quarterly fee for his director services, rather he has agreed to charge the Debtors only for the time he actually spends attending to director matters and charging his standard hourly rate, which is \$495 per hour.

22. Mr. Carroll, the principal and sole employee of Carroll Services, has a long history of providing wind-down services to debtors that have liquidated substantially all of their assets through sale processes. This experience dates back to the wind-down of *Stone & Webster, Inc.* and since that time Mr. Carroll has provided wind-down and board fiduciary services in over 30 engagements including many cases filed in this District such as *Goody's Family Clothing, Inc.*, *Freedom Rings, LLC*, *Tweeter Home Entertainment*, *Cadence Innovation LLC*, *Bostwick Laboratories, Inc.*, *One Aviation, Inc.*, *Aerogroup International, Inc.* and *The Rockport Company, LLC*.

23. As described above, the Debtors' cases have entered into a wind-down phase. Mr. Feltman has determined that the Debtors no longer require the services of a Chief Restructuring Officer as all the restructuring services required prior to, and to facilitate, the Closings are complete. The remaining estate functions, including those related to the remaining Closings, are classic wind-down functions and fall within the ambit of the Wind-Down Administrator.

24. In addition, Mr. Feltman noted that given their respective hourly rates (\$1,220 and \$495, respectively) and Mr. Carroll's long experience in winding down companies, Mr. Carroll can perform the functions required of the Wind-Down Administrator in a more economically efficient manner. Thus, in the exercise of his business judgment and exercise of

his fiduciary duties, Mr. Feltman believes that Mr. Carroll should assume the role of Wind-Down Administrator. Further, because the Debtors no longer require a chief restructuring officer, Mr. Feltman will be resigning from that position. Teneo, which had been supporting Mr. Feltman in his duties will remain available to Mr. Carroll as needed due to their historical knowledge of the Debtors and the need for an orderly transition of duties to the Wind-Down Administrator.

**RELIEF REQUESTED**

25. By this Motion, the Debtors respectfully request entry of an order, substantially in the form attached as **Exhibit A** (the “Proposed Order”), (i) authorizing the Debtors’ retention of Carroll Services to provide the Wind-Down Administrator pursuant to the terms of the engagement letter attached hereto as **Exhibit B** (the “Engagement Letter”), effective as of the Effective Date, (ii) authorizing Mr. Feltman to resign as Chief Restructuring Officer, and (iii) granting related relief.

**BASIS FOR RELIEF REQUESTED**

26. Following the first Closing, the Debtors, along with their advisors and in consultation with their DIP Lenders (as defined in the APA) began to start planning for the wind-down phases of these Chapter 11 Cases. The management needs and responsibilities of the Debtors changed significantly following the first Closing and leading into the second Closing; shifting away from traditional restructuring workflows into wind-down task management. At the same time, all of the Debtors’ directors other than Mr. Bartels resigned and Mr. Bartels’ contract was expiring at the end of March.

27. The Debtors and the DIP Lenders determined to engage an appropriate candidate with director-level fiduciary experience who also had significant expertise in the intricacies of winding down large estates (i) to perform the limited services required of the Debtors under the APA and the TSA and (ii) to conduct an orderly and efficient wind down of



these Chapter 11 Cases. That process resulted in the selection of Mr. Carroll to serve as the Debtors' Wind-Down Administrator. Pursuant to the terms of the Engagement Letter, Carroll Services will provide Mr. Carroll as Wind-Down Administrator to provide services as are reasonably necessary to effectuate the wind down of the Debtors' business affairs and bankruptcy estates (such services, the "Wind-Down Services"). A copy of the Engagement Letter is attached hereto as **Exhibit B**.

**A. Professional Qualifications**

28. Mr. Carroll is qualified to serve as the Debtors' Wind-Down Administrator. Mr. Carroll is an advisor and crisis manager providing services and advice in the areas of restructuring and distressed debt specifically including the wind-down of entities following liquidation or bankruptcy processes.

29. As noted above, Mr. Carroll has provided similar services and/or has represented various parties in appointments in his role as a plan administrator, liquidation trustee, restructuring agent, trustee, director of fiduciary in over thirty (30) chapter 11 cases. In those engagements where he has served as the plan administrator or liquidation agent following confirmation of a plan, Mr. Carroll's role has included both wind-down management and serving as the governance fiduciary over the wind-down vehicle (trust, plan administrator or a reorganized wind-down debtor).

**B. Wind-Down Services to be Provided**

30. As the proposed Wind-Down Administrator, Mr. Carroll has already been actively engaged with Mr. Feltman in the transition of managerial responsibilities and detailing the wind-down process since his initial appointment to the Board of Directors on April 5, 2024. As he would with a liquidating trustee or plan administrator engagement (and not dissimilar to what often occurs with chapter 11 and chapter 7 trustees winding down the affairs of a corporation) Mr. Carroll will be responsible for managing all of the Debtors' affairs and will

have any and all powers necessary to wind-down a limited liability company or corporation, including the authority to direct estate professionals and utilize such administrative assistance as he deems reasonably necessary. Because many of the Debtors' employees have transitioned to become employees of the Purchaser, Mr. Carroll will have access to those former employees pursuant to the TSA to the extent Mr. Carroll needs assistance.

31. As set forth in greater detail in the Engagement Letter, Mr. Carroll will perform or will cause to be performed the following Wind-Down Services at the sole expense of the Debtors:

- (a) taking any and all actions that are necessary, advisable or appropriate to wind down the Debtors' affairs, liquidate the Debtors' remaining assets, settle, resolve and/or pay from such assets, any remaining liabilities of the Debtors;
- (b) reviewing and evaluating the terms and conditions, and determining the advisability, of any proposed transaction involving the liquidation of the Company's assets, the settlement, payment and discharge of the Debtors' liabilities, and regularly providing updates to the Debtors' regarding the Wind-Down Administrator's activities and the status of the Debtors' liquidation;
- (c) in consultation with the Debtors, taking all such other actions as may be necessary or appropriate in the judgment of the Wind-Down Administrator to carry out the duties of the Wind-Down Administrator as set forth in the Engagement Letter, including, without limitation, initiating or defending litigation on behalf of the Debtors; and
- (d) preparing, executing, acknowledging, filing, delivering and recording all such further documents and instruments by or on behalf of the Debtors, and in their names, or otherwise, as in the judgment of the Wind-Down Administrator shall be necessary, appropriate, or advisable to fully carry out the intent and to accomplish the foregoing.

32. Mr. Carroll will not be performing the tasks of a chief restructuring officer, given that the day-to-day operations of the Debtors' business have largely ceased or are being handled by the Purchaser. Moreover, because Mr. Carroll is receiving compensation based on an hourly rate for his directorial services and will be receiving compensation on an hourly rate for his implementation of the Wind-Down Services, there will be no overlap or other duplicity concerning his remuneration for such services. Indeed, in wind-down

situations such as these it is almost impossible to draw a line between the two roles to avoid duplication and having one individual serve in both capacities is the most efficient and cost-effective manner in which to proceed.

**C. Declaration Concerning Conflicts of Interest**

33. Mr. Carroll has informed the Debtors that, as described in the Declaration of James Patrick Carroll in support of this motion (the “Carroll Declaration”), Carroll Services and Mr. Carroll are not currently aware of any relationship that would create a conflict of interest with the Debtors or the parties-in-interest of which the Debtors have made Carroll Services aware. Based solely on the Carroll Declaration, the Debtors believe that Carroll Services does not hold or represent any interest adverse to the Debtors or their estates. A copy of the Carroll Declaration is attached hereto as Exhibit C.

**D. Professional Compensation**

34. Pursuant to the Engagement Letter, the Debtors have agreed to compensate Carroll Services at a rate of \$495 per hour for the services of Mr. Carroll as Wind-Down Administrator. All invoices for services provided by Carroll Services shall be submitted in accordance with any order approving the relief requested by this Motion and any further orders of the Court and shall itemize the Wind-Down Administrator’s time in reasonable detail.

35. In addition to the hourly compensation described above, the Debtors will reimburse any reasonable out-of-pocket expenses of the Wind-Down Administrator incurred in connection with the provision of the Wind-Down Services, such as travel, lodging and telephone charges. Subject to any order of the Court approving the relief requested by this Motion, all fees and expenses due to Carroll Services will be billed on a monthly basis, or, at the discretion of Carroll Services, more frequently, and shall be itemized in reasonable detail and subject to approval by the Debtors and the DIP Lenders.

36. The fees described above are consistent with the normal and customary billing practices of Carroll Services for cases of this size and complexity, which require the level and scope of the Wind-Down Services outlined above.

37. The Debtors request that all fees and expenses incurred by Carroll Services in accordance with the Engagement Letter be treated as administrative expenses of the Debtors' estates and paid by the Debtors in the ordinary course of business upon submission by Carroll Services of an invoice.

38. Carroll Services shall file with the Court (and serve copies to the U.S. Trustee and the Committee contemporaneously with such filing) reports of compensation earned and expenses incurred on a monthly basis (each, a "Monthly Report"). Such Monthly Reports will contain summary charts that describe the services provided, identify the compensation earned by the Wind-Down Administrator, and itemize the expenses incurred. Time records shall (i) be appended to the reports, (ii) contain detailed time entries describing the task(s) performed, and (iii) be organized by project category. The time entries shall identify the time spent completing each task in hourly increments. Parties in interest shall have fourteen (14) days after the date each Monthly Report is filed to file a written objection to such Monthly Report with the Court. All compensation will be subject to review by this Court in the event an objection is filed.

#### **LEGAL BASIS FOR RELIEF REQUESTED**

39. Section 363(b)(1) of the Bankruptcy Code provides that "[t]he trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate." 11 U.S.C. § 363(b)(1). Although section 363 of the Bankruptcy Code does not specify a standard for determining when it is appropriate for a court to authorize the use, sale, or lease of property of a debtor's estate, courts have approved the authorization of a sale of a debtor's assets upon a finding that such sale is based upon the sound business judgment of the debtor. *See, e.g., Meyers v. Martin (In re Martin)*, 91 F.3d 389, 395 (3d Cir. 1996) (citing

*In re Schipper*, 933 F.2d 513 (7th Cir. 1991)); *In re Abbotts Dairies, Inc.*, 788 F.2d 143, 147-48 (3d Cir. 1986) (implicitly adopting the “sound business judgment” test of *Lionel Corp.*, and requiring good faith); *In re Chateaugay Corp.*, 973 F.2d 141, 143 (2d Cir. 1992); *Stephen Indus., Inc. v. McClung*, 789 F.2d 386 (6th Cir. 1986); *Committee of Equity Security Holders v. Lionel Corp.* (*In re Lionel Corp.*), 722 F.2d 1063, 1071 (2d Cir. 1983); *In re Delaware & Hudson Ry, Co.*, 124 B.R. 169, 175-76 (D. Del. 1991) (concluding that the Third Circuit adopted the “sound business judgment” test in the *Abbotts Dairies* decision).

40. Where a debtor demonstrates a valid business justification for a decision, it is presumed that “in making a business decision the directors of a corporation acted on an informed basis, in good faith and in the honest belief that the action taken was in the best interests of the company.” *Official Comm. of Subordinated Bondholders v. Integrated Res., Inc.* (*In re Integrated Res., Inc.*), 147 B.R. 650, 656 (S.D.N.Y. 1992). This presumption “shields corporate decision makers and their decisions from judicial second-guessing.” *Id.* at 656 (internal citation omitted).

41. Sufficient business justification exists to approve the Engagement Letter and authorize the retention of Carroll Services to provide the Wind-Down Administrator to perform the Wind-Down Services. Through the Sales, the Debtors have sold substantially all of their assets and most of the Debtors’ employees have become employees of the Purchaser. The Debtors are now in a position to wind-down their affairs and bring these Chapter 11 Cases to an efficient and orderly close. Retaining Carroll Services to provide Mr. Carroll as the Wind-Down Administrator to perform the Wind-Down Services is necessary to ensure the effective wind down of the Debtors’ estates. The Debtors believe it is in the best interests of the Debtors’ estates, creditors and other parties in interest for the Debtors to retain Carroll Services to provide Mr. Carroll, as Wind-Down Administrator effective as of April 5, 2024, and continuing through the wind down of these Chapter 11 Cases.

42. Additionally, because the Debtors seek to employ and retain Carroll Services under section 363 of the Bankruptcy Code, rather than retaining Carroll Services as professionals under section 327 of the Bankruptcy Code, the Debtors respectfully submit that Carroll Services should not be required to submit fee applications under sections 330 and 331 of the Bankruptcy Code. Instead, the Debtors request that the fees and expenses incurred by Carroll Services in performance of the Wind-Down Services be treated as an administrative expense of the Debtors' estates and paid by the Debtors in the ordinary course of business, without the need for Carroll Services to file fee applications or otherwise seek Court approval for the compensation of its services and reimbursement of its expenses other than filing a Monthly Report.

43. Finally, the Debtors respectfully request that the retention of Carroll Services be made effective as of April 5, 2024, to allow Carroll Services and the Wind-Down Administrator to be compensated for the work they performed for the Debtors as of and following April 5, 2024, and prior to the Court's consideration and approval of this Application. Given the nature and stage of these Chapter 11 Cases, as well as the significant effort that Carroll Services and the Wind-Down Administrator will need to expend to bring these Chapter 11 Cases to an orderly and efficient conclusion, there was an immediate need for Carroll Services and the Wind-Down Administrator to perform services on behalf of the Debtors. The Debtors submit that under the circumstances it is appropriate and warranted to retain Carroll Services *nunc pro tunc* to April 5, 2024.

**NOTICE**

44. Notice of the hearing of this Motion has been provided to: (i) the U.S. Trustee for the District of Delaware; (ii) Counsel to the Committee; (iii) counsel for the Purchaser and Blue Torch Finance LLC, as the administrative agent for the prepetition first lien lenders and the postpetition lenders; (iv) counsel for GLAS Americas LLC, as the administrative agent for the prepetition second lien lenders; (v) counsel to the Committee; (vi) the Debtors' taxing

authorities, including the Internal Revenue Service and the Mexican Tax Administration Service; and (vii) all parties that have filed a notice of appearance and request for service of papers pursuant to Bankruptcy Rule 2002. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

WHEREFORE, the Debtors respectfully request entry of the Proposed Order, substantially in the form attached hereto as **Exhibit A**, granting the relief requested in its entirety and any other relief as the Court may deem just and appropriate.

Dated: May 30, 2024  
Wilmington, Delaware

Respectfully submitted,

/s/ R. Stephen McNeill

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*Counsel for the Debtors and Debtors-in-Possession*



**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)

**Hearing Date: July 9, 2024 at 11:00 a.m. (ET)**

**Obj. Deadline: June 13, 2024 at 4:00 p.m. (ET)**

**NOTICE OF DEBTORS' MOTION FOR ENTRY OF AN ORDER  
(I) AUTHORIZING THE RETENTION OF CARROLL SERVICES LLC  
TO PROVIDE JAMES CARROLL AS WIND-DOWN ADMINISTRATOR AS  
OF APRIL 5, 2024, (II) AUTHORIZING THE RESIGNATION OF JAMES FELTMAN  
AS CHIEF RESTRUCTURING OFFICER, AND (III) GRANTING RELATED RELIEF**

**PLEASE TAKE NOTICE** that the above-captioned debtors and debtors in possession (collectively, the "Debtors") filed the *Debtors' Motion for Entry of an Order (I) Authorizing the Retention of Carroll Services LLC to Provide James Carroll as Wind-Down Administrator as of April 5, 2024, (II) Authorizing the Resignation of James Feltman as Chief Restructuring Officer, and (III) Granting Related Relief* (the "Motion") with the United States Bankruptcy Court for the District of Delaware (the "Court").

**PLEASE TAKE FURTHER NOTICE** that objections to the Motion, if any, must be in writing, filed with the Clerk of the United States Bankruptcy Court for the District of Delaware,

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<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, LLC (7626); AgileThought Brasil Servicios de Consultoria Em Software (01-20); AgileThought Digital Solutions, S.A.P.I. de C.V. (3KR0); AgileThought México S.A. de C.V. (7E46); AgileThought, LLC (7076); AGS Alpama Global Services USA, LLC (0487); AN Extend, S.A. de C.V. (1D80); AN Evolution, S. de R.L. de C.V. (7973); 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); 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); Tarnow Investment, S.L. (No Tax ID); and Anzen Soluciones, S.A. de C.V. (No Tax ID). The Debtors' headquarters are located at 222 W. Las Colinas Boulevard, Suite 1650E, Irving, Texas 75039.

3<sup>rd</sup> Floor, 824 North Market Street, Wilmington, Delaware 19801, and served upon and received by the following parties on or before **June 13, 2024 at 4:00 p.m. (ET)** (the “Objection Deadline”):

(a) counsel to the Debtors, Hughes Hubbard & Reed LLP, One Battery Park Plaza, 16th Floor, New York, NY 10004 (Attn: Kathryn A. Coleman, Esq. (katie.coleman@hugheshubbard.com) and Christopher Gartman, Esq. (chris.gartman@hugheshubbard.com)); (b) co-counsel to the Debtors, Potter Anderson & Corroon LLP, 1313 North Market Street, Sixth Floor, P.O. Box 951, Wilmington, Delaware 19801 (Attn: Jeremy W. Ryan, Esq. (jryan@potteranderson.com)); (c) counsel to the Agent and Stalking Horse Bidder, Ropes & Gray LLP, 1211 Avenue of the Americas, New York, NY 10036-8704 (Attn: Gregg M. Galardi (Gregg.Galardi@ropesgray.com), Robb Tretter (Robb.Tretter@ropesgray.com), and Leonard Klingbaum (Leonard.Klingbaum@ropesgray.com)); (d) co-counsel to the Agent and Stalking Horse Bidder, Chipman Brown Cicero & Cole, LLP, 1313 N. Market Street Suite 5400, Wilmington, DE 19801 (Attn: Mark L. Desgrosseilliers (desgross@chipmanbrown.com)); (e) the Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801 (Attn: Benjamin Hackman, Esq. (benjamin.a.hackman@usdoj.gov)); and (f) counsel to the Committee, Pachulski Stang Ziehl & Jones LLP, 919 N. Market St., Wilmington, DE 19801 (Attn: Bradford J. Sandler, Esq. (bsandler@pszjlaw.com)).

**PLEASE TAKE FURTHER NOTICE** that, if any objections to the Motion are received, the Motion and such objections shall be considered at a hearing before the Honorable J. Kate Stickles at the Bankruptcy Court, 824 Market Street, 5<sup>th</sup> Floor, Courtroom No. 6, Wilmington, Delaware 19801 on **July 9, 2024 at 11:00 a.m. (ET)**.

**IF NO OBJECTIONS TO THE MOTION ARE TIMELY FILED, SERVED AND RECEIVED IN ACCORDANCE WITH THIS NOTICE, THE BANKRUPTCY COURT MAY GRANT THE RELIEF REQUESTED IN THE MOTION WITHOUT FURTHER NOTICE OR HEARING.**

Dated: May 30, 2024  
Wilmington, Delaware

Respectfully submitted,

*/s/ R. Stephen McNeill* \_\_\_\_\_

Jeremy W. Ryan (No. 4057)

R. Stephen McNeill (No. 5210)

Gregory J. Flasser (No. 6154)

Sameen Rizvi (No. 6902)

**POTTER ANDERSON & CORROON LLP**

1313 North Market Street, 6th Floor

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-and-

Kathryn A. Coleman

Christopher Gartman

Jeffrey S. Margolin

**HUGHES HUBBARD & REED LLP**

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jeff.margolin@hugheshubbard.com

*Counsel for the Debtors and Debtors in Possession*

**EXHIBIT A**

**Proposed Order**

**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. \_\_

**ORDER (I) AUTHORIZING THE RETENTION OF CARROLL SERVICES LLC TO PROVIDE JAMES CARROLL AS WIND-DOWN ADMINISTRATOR AS OF APRIL 5, 2024, (II) AUTHORIZING THE RESIGNATION OF JAMES FELTMAN AS CHIEF RESTRUCTURING OFFICER, AND (III) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”) filed by the above-captioned debtors and debtors in possession (the “Debtors”), pursuant to sections 105(a), 305(a), and 1112(b) of title 11 of the United States Code (the “Bankruptcy Code”), seeking entry of an order (this “Order”), pursuant to sections 105(a) and 363 of title 11 of the United States Code, as amended (the “Bankruptcy Code”) and rule 6004 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), (i) authorizing the retention of Carroll Services LLC (“Carroll Services”) to provide James Carroll as the Wind-Down Administrator to the Debtors (the “Wind-Down Administrator” or “Wind-Down Manager”), effective as of April 5, 2024 (the “Effective Date”), (ii) authorizing the resignation of James Feltman as Chief Restructuring Officer, and (iii) granting related relief; and due and sufficient notice of the Motion having been provided under the circumstances, and it appearing that no other or further notice need be provided; and the Court having jurisdiction

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<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, LLC (7626); AgileThought Brasil Servicos de Consultoria Em Software (01-20); AgileThought Digital Solutions, S.A.P.I. de C.V. (3KR0); AgileThought México S.A. de C.V. (7E46); AgileThought, LLC (7076); AGS Alpama Global Services USA, LLC (0487); AN Extend, S.A. de C.V. (1D80); AN Evolution, S. de R.L. de C.V. (7973); 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); 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); Tarnow Investment, S.L. (No Tax ID); and Anzen Soluciones, S.A. de C.V. (No Tax ID). The Debtors’ headquarters are located at 222 W. Las Colinas Boulevard, Suite 1650E, Irving, Texas 75039.

to consider the Motion 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 District Court for the District of Delaware dated February 29, 2012; and consideration of the Motion and the relief requested therein being a core proceeding under 28 U.S.C. § 157(b); and this Court's entry of a final order being consistent with Article III of the United States Constitution; and venue being proper before this Court under 28 U.S.C. §§ 1408 and 1409; and a hearing having been scheduled and, to the extent necessary, held to consider the relief requested in the Motion (the "Hearing"); and upon the record of the Hearing (if any) and all the proceedings before the Court; and the Court having found and determined the relief requested in the Motion is in the best interests of the Debtors, their estates and creditors, and any parties in interest; and the legal and factual bases set forth in the Motion and at the Hearing (if any) having established just cause for the relief granted herein; and any objections to the relief requested herein having been resolved as set forth herein or withdrawn; and after due deliberation thereon and sufficient cause appearing therefor,

**IT IS HEREBY ORDERED THAT:**

1. The Motion is GRANTED as set forth herein.
2. The Debtors are authorized, pursuant to sections 105 and 363 of the Bankruptcy Code, to retain Carroll Services to provide James Carroll as the Wind-Down Administrator for the Debtors and their estates on the terms described in the Motion and the Engagement Letter, effective as of the Effective Date.
3. The Debtors are authorized to make payments to Carroll Services, including the payment of the Retainer, as set forth in the Engagement Letter, without further order of this Court.
4. Carroll Services shall file with the Court (and serve copies to the U.S. Trustee and the Committee contemporaneously with such filing) reports of compensation earned and expenses incurred on a monthly basis (each, a "Monthly Report"). Such reports will contain summary charts that describe the services provided, identify the compensation earned by the

Wind-Down Administrator, and itemize the expenses incurred. Time records shall (i) be appended to the reports, (ii) contain detailed time entries describing the task(s) performed, and (iii) be organized by project category. The time entries shall identify the time spent completing each task in hourly increments. Parties in interest shall have fourteen (14) days after the date each Monthly Report is filed to file a written objection to such Monthly Report with the Court. All compensation will be subject to review by this Court in the event an objection is filed.

5. James Feltman is hereby authorized to resign as the Debtors' Chief Restructuring Officer immediately upon entry of this Order.

6. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements set forth in Bankruptcy Rule 6004(a) are satisfied by such notice.

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

8. The Debtors are authorized and empowered to take all actions necessary or appropriate to implement the relief granted in this Order.

9. This Court shall retain exclusive jurisdiction over all matters arising from or related to the implementation or interpretation of this Order.

**Exhibit B**

**Engagement Letter**



## WIND-DOWN SERVICES AGREEMENT

This agreement (the "Agreement") confirms and sets forth the terms and conditions of the agreement between Carroll Services LLC ("Carroll Services") and AgileThought, Inc, a Delaware corporation (the "Company"), including the scope of the services to be performed and the basis of compensation for those services. Upon execution of this letter by each of the parties below, this letter will constitute an agreement by and among the Company and Carroll Services (this "Agreement").

### RECITALS

The Company has requested Carroll Services to provide James P. Carroll as an Independent Carroll ("Carroll") to serve as a member of the Company's Board of Directors (the "Board"), which may include membership on one or more committees of the Board, and Carroll desires to accept such appointment to serve on the Board, effective as of the Effective Date (as defined below).

The Company has requested Carroll Services to provide Carroll to serve as the Wind-Down Administrator to (i) perform customary and usual services attendant to the winding up of affairs of entities whose assets have been liquidated, (ii) serve as the Wind-Down Administrator as required by the Operating and Collection Services Agreement between the Company and AT Holdings Corp., the purchaser of the Company's assets, and (iii) perform any and all other additional functions required of the Wind-Down Manager position as set forth in the *Order Granting Debtors' Motion for Entry of an Order (I) Approving Procedures for the Distribution of Certain Funds, (II) Approving Procedures for the Dismissal of Certain of the Debtors' Chapter 11 Cases, and (III) Granting Related Relief*.

### AGREEMENT

NOW THEREFORE, in consideration of the mutual promises contained herein, the adequacy and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Company and Carroll agree as follows:

1. Effective Date. This Agreement will constitute an agreement between the Company and Carroll upon the execution and delivery of (i) this Agreement by the parties below, which includes the Indemnification Agreement (defined below), and (ii) the appropriate corporate resolutions (the "Resolutions") appointing Carroll, (together, the "Conditions Precedent"). This Agreement shall have an effective date of April 5, 2024 (the "Effective Date").
2. Duties.
  - (a) Carroll agrees to serve in good faith, and in compliance with the fiduciary duties imposed on members of the Board by the constituent instruments, including its certificate of formation and operating agreement, as amended, and its corporate governance and board committee charters, each as amended or modified from time to time, and by applicable law. Carroll agrees to devote as much time as is necessary to perform completely the duties as a member of the Board, including

duties as a member of one or more committees of the Board to which Carroll may hereafter be appointed.

- (b) Carroll agrees to act as the Wind Down Administrator to oversee the orderly wind down of the operations and administration of the Company and its various subsidiaries, including, but not limited to, the following:
- i. taking any and all actions that are necessary, advisable or appropriate to wind down the Debtors' affairs, liquidate the Debtors' remaining assets, settle, resolve and/or pay from such assets, any remaining liabilities of the Debtors;
  - ii. reviewing and evaluating the terms and conditions, and determining the advisability, of any proposed transaction involving the liquidation of the Company's assets, the settlement, payment and discharge of the Debtors' liabilities, and regularly providing updates to the Debtors' regarding the Wind-Down Administrator's activities and the status of the Debtors' liquidation;
  - iii. in consultation with the Debtors, taking all such other actions as may be necessary or appropriate in the judgment of the Wind-Down Administrator to carry out the duties of the Wind-Down Administrator as set forth in the Engagement Letter, including, without limitation, initiating or defending litigation on behalf of the Debtors; and
  - iv. preparing, executing, acknowledging, filing, delivering and recording all such further documents and instruments by or on behalf of the Debtors, and in their names, or otherwise, as in the judgment of the Wind-Down Administrator shall be necessary, appropriate, or advisable to fully carry out the intent and to accomplish the foregoing.
- (c) This Agreement does not restrict Carroll from serving on any other boards or in a similar capacity, and it shall not be a conflict if Carroll has or makes investments into competitors of the Company or otherwise advises other companies (whether competitors to the Company or not); provided, that, Carrolls shall not comply with Section 5 hereof during such engagement or activity described in the foregoing.

3. Compensation.

- (a) Subject to (b) below, in exchange for Carroll's services as a member of the Board, Carroll shall be compensated at a rate of \$495 per hour. Carroll shall furnish to the Company, an invoice with detailed time records of the work performed at the close of each month.
- (b) Carroll will be reimbursed on a monthly basis for the documented, reasonable out-of-pocket expenses pre-approved by the Company incurred in connection

with its services as a member of the Board or in connection with the wind down of the Company and its various subsidiary entities, such as travel and lodging. Such reimbursements are payable by the Company within 14 days upon receipt of the invoice.

4. Term.

- (a) This Agreement will commence on the Effective Date until such Carroll's resignation from the Board and his position as Wind-Down Administrator or his replacement or removal, or termination of this Agreement (such period the "Term"). Upon expiration of the Term, any fees and expenses due to Carroll shall be promptly paid by the Company (including fees and expenses that accrued prior to but are invoiced subsequent to such resignation, replacement or removal). For the avoidance of doubt, nothing herein shall restrict or otherwise prohibit the Company from removing Carroll from the Board.
  - (b) With or without cause, the Company and Carroll may each terminate this Agreement at any time upon ten (10) days written notice.
  - (c) Upon expiration of the Term, Carroll shall (a) provide or return to the Company and any all Company property, including reports, files, work product, email messages, data and all Company documents and materials belonging to the Company and stored in any fashion including, but not limited to those that constitute or contain any Confidential Information, that are in the possession or control of Carroll, and (b) delete or destroy all copies of any such documents and materials not returned to the Company that remain in Carroll's possession or control.
  - (d) "Confidential Information" means data and information relating to the Company and which has material value to the Company and is not generally known publicly, including to its competitors. Confidential Information does not include any data or information that has been voluntarily disclosed to the public by the Company or that has been independently developed and disclosed by others, or that otherwise enters the public domain through lawful means.
5. Confidentiality. In the course of the Term, Carroll will have access to and learn about Confidential Information. Carroll and Carroll Services agree to not divulge to third parties or use such Confidential Information other than to perform on their obligations under this Agreement. Carroll and Carroll Services understand and acknowledge that Confidential Information and the Company's ability to reserve it for the exclusive knowledge and use of the Company is of great competitive advantage to the Company, and that improper use or disclosure of the Confidential Information by Carroll and/or Carroll Services will cause irreparable harm to the Company, for which remedies at law will not be adequate and may also cause the Company to incur financial costs, loss of business advantage, and liability to third parties, among other things

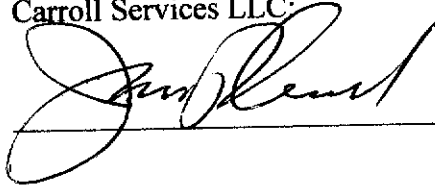
6. Indemnification/Limitations on Liability. The Company shall indemnify, defend and hold harmless Carroll, to the full extent allowed by the law of the State of Delaware, and as provided by, or granted pursuant to, any charter provision, bylaw provision, agreement (including, without limitation, the Indemnification Agreement executed herewith), vote of stockholders or disinterested directors or otherwise, both as to action in Carroll's official capacity and as to action in another capacity while holding such office. In addition, the attached indemnification agreement (the "Indemnification Agreement") is incorporated herein, and the termination of this Agreement or the engagement shall not affect those provisions, which shall remain in full force and effect. For the avoidance of doubt, the foregoing shall not apply to claims or losses arising from Carroll's gross negligence, willful misconduct or fraud.
7. The Company expressly acknowledges that it has entered into this Agreement and assumed the obligations imposed on the Company under this Agreement in order to induce Carroll to serve as a member of the Board, and Carroll is relying on this Agreement in serving in such capacity. The Company further agrees to stipulate in any court proceeding that the Company is bound by all of the provisions of this Agreement. Carroll acknowledges that he has no expectation of any additional compensation, royalties, or other payment of any kind not otherwise referenced herein in connection herewith; that he will not be subject to undue hardship by reason of his full compliance with the terms and conditions of this Agreement or the Company's enforcement thereof; and that this Agreement is not a contract of employment and shall not be construed as a commitment by either of the parties to continue an employment relationship for any certain period of time.
8. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware applicable to contracts made and to be performed in such state without giving effect to the principles of conflicts of laws. Any legal action arising out of or relating to this Agreement shall be brought in the state or federal courts located in Delaware, and Carroll hereby agrees to the exclusive personal jurisdiction of such courts in any such action and waives any defense of inconvenient forum to the maintenance of an action in the above-referenced courts in Delaware.
9. Binding on Successors; Amendment. This Agreement shall be binding upon the Company and its successors and assigns, and shall inure to the benefit of Carroll. The Company shall require any successor corporation (whether by merger, consolidation, or otherwise) by written agreement in form and substance satisfactory to Carroll, expressly to assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform if no such succession had taken place. This Agreement incorporates the entire understanding of the parties with respect to the subject matter hereof and may not be amended or modified except in writing executed by the Company and Carroll.
10. Miscellaneous. If any provision of this Agreement shall be declared invalid or illegal, for any reason whatsoever, then, notwithstanding such invalidity or illegality, the

remaining terms and provisions of this Agreement shall remain in full force and effect in the same manner as if the invalid or illegal provision had not been contained herein. The article headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, [www.docusign.com](http://www.docusign.com)), or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. Except as provided elsewhere herein, this Agreement sets forth the entire agreement of the parties with respect to its subject matter and supersedes all prior agreements, promises, covenants, arrangements, communications, representations, or warranties, whether oral or written, by any officer, employee or representative of any party to this Agreement with respect to such subject matter.

[SIGNATURE PAGE TO FOLLOW]

Agreed to this 30th day of May, 2024.

James P Carroll  
Carroll Services LLC:




---

The Company:

AgileThought, Inc

By:

By:  , CRO  

---

Name: James S. Feltman, CRO

## **INDEMNIFICATION AGREEMENT**

Capitalized terms not defined in this Indemnification Agreement (the “Indemnification Agreement”) have the meaning ascribed to them in the Agreement to which this Indemnification Agreement is attached.

As of the Effective Date, Carroll has been appointed as a member of the Board of the Company:

### 1. Indemnity

To induce Carroll to agree to accept an appointment as member of the Board of the Company, and to act on behalf of the Company in accordance with its organizational and governance documents and the laws of the State of New York, the Company hereby agrees to hold harmless, defend, and indemnify Carroll in respect of all actions, proceedings, accounts, claims, contributions, demands, awards, costs, expenses (including, attorneys’ fees), judgments or verdicts against Carroll arising out of or related to the Agreement, Carroll’s appointment as a member of the Board, and/or Carroll’s service as a member of the Board.

### 2. Limitation of Indemnity

The only limitation that shall exist upon the Company’s obligations pursuant to this Indemnification Agreement is that the Company shall not be obligated to make any payment to Carroll that is determined by final non-appealable order of a court of competent jurisdiction to have resulted from the gross negligence or wilful misconduct of Carroll.

**Exhibit C**

**Declaration of James Carroll**



**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)

**DECLARATION OF JAMES PATRICK CARROLL IN SUPPORT OF THE  
DEBTORS' MOTION FOR ENTRY OF AN ORDER (I) AUTHORIZING THE  
RETENTION OF CARROLL SERVICES LLC TO PROVIDE JAMES CARROLL AS  
WIND-DOWN ADMINISTRATOR AS OF APRIL 5, 2024, (II) AUTHORIZING THE  
RESIGNATION OF JAMES FELTMAN AS CHIEF RESTRUCTURING OFFICER,  
AND (III) GRANTING RELATED RELIEF**

Under 28 U.S.C. § 1746, I, James Patrick Carroll, declare under penalty of perjury that the following is true and correct to the best of my knowledge, information, and belief:

1. I am the Sole Member of Carroll Services LLC ("Carroll Services"), a financial advisory services firm. The above-captioned debtors and debtors in possession (each, a "Debtor" and collectively, the "Debtors") retained Carroll Services to provide services that are reasonably necessary to effectuate the wind down of the Debtors' business affairs and bankruptcy estates (the "Wind-Down Services") as of April 5, 2023. Pursuant to the terms of the engagement letter (the "Engagement Letter"), I will serve as wind down administrator to the Debtors (the "Wind-Down Administrator").

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<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, LLC (7626); AgileThought Brasil Servicos de Consultoria Em Software (01-20); AgileThought Digital Solutions, S.A.P.I. de C.V. (3KR0); AgileThought México S.A. de C.V. (7E46); AgileThought, LLC (7076); AGS Alpama Global Services USA, LLC (0487); AN Extend, S.A. de C.V. (1D80); AN Evolution, S. de R.L. de C.V. (7973); 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); 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); Tarnow Investment, S.L. (No Tax ID); and Anzen Soluciones, S.A. de C.V. (No Tax ID). The Debtors' headquarters are located at 222 W. Las Colinas Boulevard, Suite 1650E, Irving, Texas 75039.

2. I submit this declaration (the “Carroll Declaration”) in support of the above-referenced motion (the “Motion”)<sup>2</sup>.

3. Unless otherwise stated in this Declaration, I have personal knowledge of the facts set forth herein and, if called as a witness, I would testify thereto.

4. I believe I am qualified to serve as the Debtors’ Wind-Down Administrator to provide Wind-Down Services. I have considerable experience as an advisor and crisis manager providing services and advice in the areas of restructuring and distressed debt specifically including the wind-down of the affairs of Chapter 11 debtors and post-confirmation trusts after the sale of substantially all of a debtor’s assets.

5. I have provided similar services and/or has represented parties in appointments in my role as a plan administrator, liquidation agent, restructuring agent, trustee, or wind down officer in other cases of similar size and complexity to these chapter 11 cases. I am serving or have previously served as the wind-down officer for *The Rockport Group, Aerogroup International, Inc.* and its affiliated debtors and debtors in possession and *Velocity Express, Inc.* in cases pending before this Court. I also currently serve as a liquidation trustee, plan administrator, chief liquidation officer or other similar capacity for the *Tintri Liquidating Trust, PE Facilities Solutions, LLC, Stone & Webster, Inc., and Moprhe LLC*. Furthermore, I have substantial experience serving as an independent or named fiduciary and independent director across a wide array of industries.

6. Pursuant to the Engagement Letter, the Debtors will pay \$495 per hour for my services as the Wind-Down Administrator. Carroll Services shall submit invoices to the Debtors in accordance with the terms of any order approving the relief requested by the Motion and any further related order of the Court and shall itemize my time in reasonable detail therein.

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<sup>2</sup> Capitalized terms used, but not defined, in this Declaration shall have the same meanings used in the Motion.

7. In addition to the hourly compensation, the Debtors will reimburse any reasonable out-of-pocket expenses incurred that are related to the performance of the Wind-Down Services, such as travel, lodging and telephone charges. Subject to the terms of any order approving the relief requested by this Motion and any further related order of the Court, Carroll Services shall bill the Debtors on a monthly basis, or more frequently, in its sole discretion, and shall itemize such bills in reasonable detail.

8. The fees described above are consistent with the normal and customary billing practices of Carroll Services for cases of this size and complexity, which require the level and scope of the Wind-Down Services outlined above.

9. In connection with the preparation of this Carroll Declaration, I submitted for review by our conflicts system the names of all known potential parties in interest attached hereto as **Exhibit 1** (the "Potential Parties in Interest List"). The Potential Parties in Interest List was provided by the Debtors and included, among other parties, the Debtors, secured creditors, lenders, the Debtors' largest unsecured creditors on a consolidated basis, directors and officers of the Debtors, significant stockholders, the U.S. Trustee and any person employed in the Office of the U.S. Trustee, and other parties.

10. Based on my review of the Potential Parties in Interest List, I am not currently aware of any relationship that would create a conflict of interest with the Debtors or the parties-in-interest of which the Debtors have made Carroll Services aware.

11. If any new material relevant facts or relationships are discovered or arise, Carroll Services will use reasonable efforts to promptly file a supplemental declaration.

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.

Executed on May 29, 2024

*/s/James Patrick Carroll*

James Patrick Carroll  
Sole Member, Carroll Services LLC

**EXHIBIT 1**

**Potential Parties in Interest**

### Potential Parties in Interest

#### Affiliations of Current Officers and Directors

- Abril Law, PLLC
- Administradora Ignia, S.A. de C.V.
- Administradora Latin Idea, S.A.P.I. de C.V.
- Administradora LIV Capital, S.A.P.I. de C.V.
- AGS Group, LLC
- Ánima Estudios, S.A.P.I. de C.V.
- Armada Capital, LLC
- Armada Capital, SA de CV
- Armada Latin America Opportunity Fund GP
- Armada Partner, SC
- Avaya Holdings Corp.
- Banco Credit Suisse, S.A.
- Boletia, Inc.
- Bolsa Institucional de Valores, S.A. de C.V.
- Casa de Bolsa Credit Suisse, S.A. de C.V.
- CEC Entertainment
- Central de Corretajes, S.A.P.I. de C.V.
- CKC Consultores SA de CV
- CMR, S.A.B. de C.V.
- Comunidades que Renacen SAPI de CV
- Cox Energy América (COXA)
- Cyber Team SAPI de CV
- Cybolt Managed Services SA de CV
- Cynalex Productions, LLC
- EJURMSC, LLC
- Fine & Casual Dinning, S.A.P.I. de C.V.
- Gasngo Latam
- Gasngo Mexico, SA de CV
- Grizzly Energy, LLC (f/k/a Vanguard Natural Resources, Inc.)
- Grupo Aeromexico SAPI de CV
- Grupo Diagnóstico Proa, S.A.P.I. de C.V.
- Grupo Financiero Credit Suisse, S.A. de C.V.
- Grupo Hotelero Santa Fe, S.A.B. de C.V.
- Grupo Traxión, S.A.B. de C.V.
- Hexion Inc.
- Holding Universidad Centro, S.A.P.I. de C.V.
- HSM Group Management Focus Europe Global, S.L.
- Immuno Holding, S.A.P.I. de C.V.
- Informacion Segura SA de CV
- Invertis, LLC
- Juganu LTD
- Laig de Mexico, SA de CV
- Latin Idea Advisors, LLC
- Latin Idea Ventures, LLC
- Libbey Inc.
- LIV Capital Acquisition Corp.
- LIV Capital Acquisition Corp. II
- LIV GP Master, S.A.P.I. de C.V.
- LIVE Fund I Partners GP, LLC
- Logyt EN, S.A.P.I. de C.V.
- Marblegate Acquisition, Corp.
- Mattress Firm
- Maya Capital, SA de CV
- Mexican Lights Investments LP
- Mexican Lights LLC GP
- Modatelas, S.A.P.I. de C.V.
- Monitronics International, Inc.
- MZM Estrategia, S.A.P.I. de C.V.
- Nexxus Capital, S.A.P.I. de C.V.
- Nexxus Iberia Fund I, FCR
- Noble Drilling
- Novitech SA de CV
- Parker Drilling Company
- Pescadero Capital, LLC
- Productos Mendoza, S.A. de C.V.
- Pursuit SCA SICAV RAIF, its affiliate CYBOLT Inc. and its subsidiaries
- Redan Advisors LLC
- Rotoplás
- RW Consulting de México, S.A.P.I. de C.V.

- RW Consulting, S.A. de C.V.
- RW Endeavor LLC
- Servicios LIV, S.C.
- Skandia Colombia
- Sungard Availability Services
- The Rising Start Foundation
- Traxión
- UM-NSU Card
- United Mileage Plus, LLC
- Ventura Entertainment, S.A.P.I. de C.V.

**Brokers**

- Continental Stock Transfer
- Merrill Lynch
- William Blair & Company LLC

**Creditors' Professionals**

- Chipman Brown Cicero & Cole, LLP
- Galicia Abogados, S.C.
- FTI Consulting, Inc.
- Pryor Cashman LLP
- Ropes & Gray LLP
- Skadden, Arps, Slate, Meagher & Flom LLP

**Current Officers and Directors of the Debtors**

- Diana P. Abril
- Patrick Bartels
- Gerardo Benitez Peláez
- Alvaro Bertrán Farga
- Andrés Borrego y Marrón
- Carlyne Cesar
- Clare Deboef
- Marina Díaz Ibarra
- Mauricio Garduño González Elizondo
- Roberto Langenauer Neuman
- Ana Gabriela Luna Valerio
- Alejandro Manzochi
- Diego Morano

- Gilson Pereira de Gouvêa
- Eric Purdum
- Mauricio J. Rioseco Orihuela
- Eduardo Alberto Rodríguez Rached
- Alejandro Rojas Domene
- Alexander Roger Rossi
- Arturo José Saval Pérez
- Manuel Senderos
- Erika Silva Nieto
- Diego H. Zavala

**Debtors, Affiliates & Subsidiaries**

- 4th Source Holding Corp. (US)
- 4th Source México, LLC (US)
- 4th Source, LLC (US)
- AgileThought Argentina S.A. (Arg)
- AgileThought Brasil Serviços de Consultoria Em Software (BR)
- AgileThought Brasil-Consultoria Em Tecnologia LTDA (BR)
- AgileThought Costa Rica S.A. (CR)
- AgileThought Digital Solutions, S.A.P.I. de C.V. (MX)
- AgileThought, LLC (US)
- AgileThought México, S.A. de C.V. (MX)
- AgileThought, S.A.P.I. de C.V.
- AgileThought Servicios Administrativos, S.A. de C.V. (MX)
- AgileThought Servicios México, S.A. de C.V. (MX)
- AgileThought, Inc. (US)
- AGS Alpama Global Services México, S.A. de C.V. (MX)
- AGS Alpama Global Services USA, LLC (US)
- AN Data Intelligence, S.A. de C.V. (MX)
- AN Evolution, S. de R.L. de C.V. (MX)

- AN Extend, S.A. de C.V. (MX)
- AN Global LLC (US)
- AN USA (US)
- AN UX, S.A. de C.V. (MX)
- Anzen Soluciones, S.A. de C.V. (MX)
- Cuarto Origen, S. de R.L. de C.V. (MX)
- Entrepids Technology Inc. (US)
- Entrepids México, S.A. de C.V. (MX)
- Facultas Analytics, S.A.P.I. de C.V. (MX)
- Faktos Inc, S.A.P.I. de C.V. (MX)
- IT Global Holding LLC (US)
- QMX Investment Holdings USA, Inc. (US)
- Tarnow Investment, S.L. (Spain)

**Debtors' Major Shareholders**

- Banco Nacional de Mexico, SA, Integrante del Grupo Financiero Banamex, Division Fiduciaria, solely in its Capacity as Trustee
- Banco Nacional de Mexico, SA, Member of Grupo Financiero Banamex, Division Fiduciaria in its Capacity as Trustee
- Cede & Co
- Invertis, LLC c/o Credit Suisse AG
- Nexxus Capital Private Equity Fund VI, L.P.

**Debtors' Trade Names and Aliases (up to 8 years) (a/k/a/, f/k/a/, d/b/a/)**

- AGS Alpama Global Services Argentina SA
- Alpama Global Services Brasil- Consultoria Em Tecnologia LTDA
- AN Brasil Servicios de Consultoria em Software, LTDA
- AN Digital, S.A. de C.V.

- AN Evolution, S.A. de C.V.
- AN Global IT, S.A.P.I. de C.V.
- NASOFT Costa Rica, S.A.
- NASOFT Servicios Administrativos, S.A. de C.V.
- NASOFT USA, Inc.
- North American Software, S.A.P.I. de C.V.
- Zetabe Interactive Agency, S.A. de C.V.

**Deposit Banks**

- Balanz Capital
- Banco BAC San Jose SA
- Banco Mercantil del Norte, S.A. (BANORTE)
- Banco Monex
- Banco Nacional de Mexico, S.A (BANAMEX)
- Banco Santander
- Banco Santander (México), S. A.
- Banco Santander, S. A.
- Bank Of America
- BBVA Bancomer S.A.
- Caixa General SA
- MONEX- Casa de Bolsa (caja de ahorro)
- Sistema de Transferencias y Pagos STP, S.A. DE C.V.

**Former Officers and Directors (past 6 years)**

- Miguel Angel Davila
- Amit Singh
- Humberto Zesati

**Holders of 10 Largest Secured Claims (Consolidated)**

- AFCO Premium Credit LLC
- AGS Group LLC
- Blue Torch Finance LLC
- Exitus Capital, S.A.P.I. de C.V.



- Credit Suisse Mexico Opportunities Fund
- GLAS Americas LLC
- GLAS USA LLC
- Monroe Capital Management Advisors, LLC

**Holders of 20 Largest Unsecured Claims (Consolidated)**

- AGS Group
- Anovorx
- Banco Ve por Mas
- BDO USA, LLP
- Cousins Fund II Tampa, III
- Datavision Digital
- Exitus Capital SAPI de CV SOFOM ENR
- Factoring Corporativo
- KC Rentas SA De CV
- Korn Ferry (US)
- KPMG LLP
- Link X, S.A. de C.V.
- Mayer Brown LLP
- Microsoft Corporation
- Microstrategy Mexico S de RI de Cv
- Monroe Capital LLC
- PricewaterhouseCoopers International Limited
- Sap Mexico Sa De Cv
- Tax Administration Service (Mexico)
- Tennessee Department of Revenue

**Insurance and Benefits Carriers, Brokers and Administrators**

- Allied World Insurance Company
- Allied World National Assurance Company
- AXA Seguros, S.A. de C.V.

- Bouchard Insurance, a Marsh & McLennan Agency
- Bradesco Seguros
- Federal Insurance Company
- Federal Insurance Company (Chubb)
- Grupo Nacional Provincial S.A.B
- Instituto Nacional de Seguros
- Mapfire Seguros Costa Rica S.A.
- Marsh, USA Inc.
- Metropolitan Life Seguros e Previdencia Privada S.A.
- National Union Fire Insurance Company Pittsburgh, PA (AIG)
- Pet Assure Corp
- Plenaria Seguros, S.A.
- Qualitas Compania de Seguros, S.A. de C.V.
- Swiss Medical ART S.A.
- The Guardian Life Insurance Company of America
- Tokio Marine Compana de Seguros, S.A. de C.V.
- United of Omaha Life Insurance Company
- XL Specialty Insurance Company
- Zurich Aseguradora Mexicana, S.A. de C.V.
- Zurich Minas Brasil Seguros S.A.

**Landlord / Payee on real estate lease**

- Antigua Business Center, S.A. De C.V.
- Bertha Eugenia Gonzalez Dueñas/Alejandro Cervantes Gonzalez
- Compania de Inmuebles Contemporaneos del Centro, S.A. DE C.V.
- Cousins Fund II Tampa III, LLC
- Dymond Gestao E Empreendimentos Ltda./Jose Carlos Donizetti Teixeira

- Fideicomiso Banco Ve por más SA
- Gafoleto S.A.
- Hisstema Concepto, SA DE CV
- Inmobiliaria Sky de Yucatán, S.A de C.V.
- Loch Ness Marketing SA DE CV
- Negocios Latitud, S.A. DE C.V.
- Regus Costa Rica Centres Limitada
- Regus Management Group, LLC
- Regus Management Spain, SL
- Team X Project & APP, S.A. de CV
- Tech Supply & Data B S.A. de C.V.
- Teckel Technology SA de CV

**Lenders and Lender Agents**

- AFCO Premium Credit LLC
- AGS Group LLC
- Blue Torch Finance LLC
- Exitus Capital, S.A.P.I. de C.V.
- GLAS Americas LLC
- GLAS USA LLC
- Monroe Capital Management Advisors, LLC
- Small Business Administration

**Major Competitors**

- Accenture plc
- Capgemini SE
- Cognizant Technology Solutions Corporation
- Endava plc
- EPAM Systems, Inc.
- Globant S.A.
- Grid Dynamics Holdings, Inc.
- International Business Machines Corporation

**Parties to Pending Litigation**

- Amick Company S.A de C.V.

- AN Data Intelligence, S.A. de C.V.
- AnovoRX
- Bufette Consultor Mexicano, S.A. de C.V. (BCM)
- Zetabe Interactive Agency, SA de CV
- Temugin Abraham del Carmen Rosas
- Lucas Andrade Abraão
- Jhonathan Anota Badillo
- Rosa Nelly Blas Torres
- Alejandro Briseño Estrada
- André de Campos Nogueira
- Roberto de Carvalho
- Roberto Ignacio Castañeda González
- Citibank, N.A.
- Marcelo Chen
- Marcelo da Cruz Sitta
- Marcelo A. Dato
- Valmir Devito
- Andre Luiz Dias
- Olivier Edouard Dusonchet
- Eric Garcia Farfan
- María Dolores García Martínez
- Marcelo Gava Segatelli
- Luis Raúl González Calderón
- Ilse Jozef Fernanda Van Damme
- Karla Fernandes Hoefel
- Murilo Ferreira Raposo Tavares
- Osmar Franco de Godoi
- Pablo Henrique de Assis
- Guadalupe Janet Hernandez Garnica
- Guadalupe Paulina Hernández Medina
- Miguel Ángel Jiménez Estrada
- Andres Abraham Moran Palomino
- Alma Patricia Moreno Castro
- Alexandre Orquisa Angelin
- Pablo Pailles Hernández
- Plinio Antonio Parise
- Joaquín Perez Brito
- Ivonne Pérez Gutiérrez
- Noé Lucio Ramírez
- María del Rosario Moreno Morales
- Víctor Alberto Santana Delgadillo
- Valdir Saudate
- Sferaazul, S.A. de C.V.

- Sonda Mexico, S.A de C.V.
- Cristina Soares de Andrade
- José Trinidad Torres Romo
- Marcus Vinicius de Souza Lopes
- Roberto Zarate Aceves
- Vivo Consulting Corporation

**Professionals and Consultants (including Ordinary Course Professionals and Recent Former Professionals)**

- Allende & Brea
- Alves Strabelli Brasil
- Arellano & Cabrera Abogados, S.C.
- Bello, Gallardo, Bonequi y García, S.C.
- BDO USA, LLP
- Cantor Fitzgerald & Co.
- Creel, García-Cuéllar, Aiza y Enríquez
- CTG Translations, S.C.
- Deloitte Asesoría Financiera, S.C.
- Epstein Investment Trust
- Garrigues México, S.C.
- Guggenheim Securities, LLC
- Hughes Hubbard & Reed LLP
- Kurtzman Carson Consultants LLC
- J.P. Morgan Securities LLC
- KPMG LLP
- L.O. Baptista Advogados Brasil
- Mauricio Bolaños
- Morano & Sambrizzi
- Notaría 94 CDMX
- Potter Anderson & Corroon LLP
- Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
- Ramon y Cajal Abogados
- Ritch Mueller
- Roel y Roel Abogados, S.C.
- Scherianz - Yanes Asociados
- S C Protección y Asesoría SC
- Teneo Capital LLC

- Teneo Securities LLC

**Service Providers and Utilities**

- Algar multimedia S/A
- Ana Maria Sartori Da Silveira
- AT&T Comercializacion Movil S De RL
- AT&T Comunicaciones Digitales
- Century Link
- Claro CR Telecomunicaciones S.A.
- Comision Federal De Electricidad
- Cyxtera Communications, LLC
- Dell Financial Services
- Dell Leasing Mexico S De RI De Cv
- Eletropaulo Metropolitana Eletricid
- Everfull Aguas Cristalina S.R.L.
- Federal Express Corporation
- Five9, Inc.
- Hendrix De Padua Nori
- Ishikawa Sistens Serviços De Limpez
- José Carlos Donizeti Teixeira
- Jpg José Pedro Guedes Purificadores
- KC Rentas SA De CV
- Kio Networks
- Klasse Serv De Manut Com Instal Equ
- Kopell Distribuicao E Logistica LTD
- Mantenimiento Autosuficiente Para L
- Megacable De Mexico Sa De Cv
- Mm Primo Comercio E Representações
- MZ Servicios EM Telefonía Movel E F
- One Marina Park Asociacion Civil
- Radiomovil Dipsa Sa De Cv
- Servicios Telum Sa De Cv
- S-Com S.A.
- SKAR Solucoes E Informatica Do Bras
- Spectrum Enterprise
- TDZ Brasil Servicos – LTDA
- Telecom Argentina S.A.
- Telefonía por Cable SA de CV

- Telefonicabrasil VIVO
- Telefonos de Mexico SAB de CV
- Telefonica Moviles Argentina S.A.
- VCRP Brasil Empresa De Comunicacao
- Verizon, CORP
- Vinicius Avancini ME

**Significant Customers**

- AutoZone Parts, Inc.
- Bain & Company, Inc.
- Citibank, N.A.
- Deloitte Touche Tohmatsu Services, Inc.
- Inovalon Holdings, Inc
- PricewaterhouseCoopers LLP
- Riot Games Services S. de R.L. de C.V.
- Santander Bank, N. A.
- Sedgwick Claims Management Services, Inc.
- St. Jude Children's Research Hospital, Inc.
- Syniverse Technologies, LLC
- VyStar Credit Union
- Walmart Inc.

**Taxing Authorities**

- Administracion Federal de Ingresos Publicos
- Agencia de Recaudación de la Provincia de Buenos Aires
- Arizona Department of Revenue
- Colorado Department of Revenue
- Comptroller of Maryland
- Department of the Treasury, Internal Revenue Service
- Florida Department of Revenue
- Georgia Department of Revenue
- Hillsborough County Tax Collector
- Illinois Department of Revenue
- Indiana Department of Revenue

- Louisiana Department of Revenue
- Massachuesetts Department of Revenue
- Michigan Department of Treasury
- Ministerio de Hacienda
- Ministerio de Hacienda y Funcion Publica - Agencia Tributaria
- Minnesota Department of Revenue
- Missouri Department of Revenue
- New Jersey Department of Treasury
- New York State Department of Taxation and Finance
- North Carolina Department of Revenue
- Pennsylvania Department of Revenue
- Prefeitura Estado de São Paulo / Fazenda
- Previdência Social
- Receita Federal do Brasil
- Secret Da Receita Federal do Brasil
- Servicio de Administración Tributaria
- State of California Franchise Tax Board
- State of Mississippi Department of Revenue
- State of Rhode Island Division of Taxation
- Tennessee Department of Revenue
- Texas Comptroller of Public Accounts
- Tesoreria de la Federacion
- Vermont Department of Taxes

**United States Bankruptcy Court for Delaware Clerk’s Office**

- Claire Brady
- Stephen Grant
- Marquetta Lopez
- Una O’Boyle

**United States Bankruptcy Judges for Delaware**

- Chief Judge Laurie Selber Silverstein
- Judge Ashely M. Chan

- Judge John T. Dorsey
- Judge Craig T. Goldblatt
- Judge Thomas M. Horan
- Judge Karen B. Owens
- Judge Brendan L. Shannon
- Judge J. Kate Stickle
- Judge Mary F. Walrath

**United States Trustee for Delaware Office**

- Benjamin Hackman
- Lauren Attix
- Linda Casey
- Denis Cooke
- Joseph Cudia
- Holly Dice
- Shakima L. Dortch
- Timothy J. Fox, Jr.
- Diane Giordano
- Christine Green
- Benjamin Hackman
- Nyanquoi Jones
- Jane Leamy
- Hannah M. McCollum
- Joseph McMahan
- James R. O'Malley
- Michael Panacio
- Linda Richenderfer
- Juliet Sarkessian
- Richard Schepacarter
- Edith A. Serrano
- Rosa Sierra-Fox
- Dion Wynn