

Fill in this information to identify the case:

Debtor AgileThought, Inc.

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

Case number 23-11305

Official Form 410
Proof of Claim

04/22

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

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

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

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

Part 1: Identify the Claim

1. **Who is the current creditor?** ESELLAS, LLC
Name of the current creditor (the person or entity to be paid for this claim)
Other names the creditor used with the debtor _____

2. **Has this claim been acquired from someone else?** No
 Yes. From whom? _____

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

Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
<u>ESELLAS, LLC</u> <u>237 S. 18th Street Apt 17D</u> <u>Philadelphia, PA 19103, United States</u>	
Contact phone <u>4842554731</u>	Contact phone _____
Contact email <u>chris@esellas.com</u>	Contact email _____
Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	

4. **Does this claim amend one already filed?** No
 Yes. Claim number on court claims registry (if known) _____ Filed on _____
MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?** No
 Yes. Who made the earlier filing? _____



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

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

7. How much is the claim? \$ 251335. Does this amount include interest or other charges?
 No
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

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

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

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

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



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

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

No

Yes. Check all that apply:

	Amount entitled to priority
<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
<input type="checkbox"/> Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
<input type="checkbox"/> Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.	\$ _____

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

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

No

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

\$ _____

Part 3: Sign Below

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

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

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

Check the appropriate box:

I am the creditor.

I am the creditor's attorney or authorized agent.

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

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

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

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

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

Executed on date 09/12/2023
MM / DD / YYYY

/s/John Lawrence Florer
Signature

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

Name John Lawrence Florer
First name Middle name Last name

Title Chief Operations Officer

Company ESELLAS, LLC
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address _____

Contact phone _____ Email _____



KCC ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (866) 548-5856 | International (781) 575-2073

Debtor: 23-11305 - AgileThought, Inc.		
District: District of Delaware		
Creditor: ESELLAS, LLC 237 S. 18th Street Apt 17D Philadelphia, PA, 19103 United States Phone: 4842554731 Phone 2: Fax: Email: chris@esellas.com	Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement:	
	Has Related Claim: No Related Claim Filed By:	
	Filing Party: Authorized agent	
Other Names Used with Debtor:	Amends Claim: No Acquired Claim: No	
Basis of Claim: services performed	Last 4 Digits: No	Uniform Claim Identifier:
Total Amount of Claim: 251335	Includes Interest or Charges: Yes	
Has Priority Claim: No	Priority Under:	
Has Secured Claim: No Amount of 503(b)(9): No Based on Lease: No Subject to Right of Setoff: No	Nature of Secured Amount: Value of Property: Annual Interest Rate: Arrearage Amount: Basis for Perfection: Amount Unsecured:	
Submitted By: John Lawrence Florer on 12-Sep-2023 4:21:17 p.m. Eastern Time Title: Chief Operations Officer Company: ESELLAS, LLC		

CHANGE ORDER # 2**Change Order Effective Date:** May 1st, 2023

Statement of Work #4, dated April 5, 2022 (the "SOW"), adopts and incorporates by reference the terms and conditions of the Master Services Agreement (the "MSA Agreement"), dated May 28, 2020, between AgileThought, Inc. (AgileThought) and ESELLAS, LLC (ESELLAS), with offices located at 3 Pollack Court, Cranbury, NJ 08512.

Additionally, This Professional Services Agreement ("PSA Agreement") is entered into as of July 1, 2022 between AgileThought, Inc., a Delaware corporation, whose mailing address is 2502 N. Rocky Point Drive, Suite 900, Tampa, FL 33607, and/or one of its affiliated entities (collectively, "AgileThought"), and Esellas, LLC, a New Jersey Limited Liability corporation whose mailing address is 3 Pollak Court, Cranbury, NJ 08512 ("Client").

IN WITNESS WHEREOF, each party hereto has caused this Change Order to be executed by its duly authorized representatives.

AGILETHOUGHT Signed by:By: *Diane Abril*
E6CC3F0A1E12402...Name: Diane AbrilTitle: CLODate: 5/11/2023**ESELLAS, LLC** Signed by:By: *Rob Chapple*
87FED7D158D14C0...Name: Rob ChappleTitle: Client Experience OfficerDate: 5/11/2023

Capitalized terms used but not defined herein have the meanings assigned to them under the Agreement.

In accordance with Change Orders Section of the MSA Agreement, the Parties agree to make the following additions or modifications to, or deductions from, the Services as follows:

Topic	Explanation of Change
Term	The parties mutually agree that SOW #4 performed under the MSA Agreement will terminate effective May 31, 2023, and Statement of Work #22-01 and SOW#1 performed under the PSA Agreement will terminate April 30, 2023. Furthermore, the parties agree to waive the notice periods in the MSA and PSA Agreements.
Services	Effective May 1, 2023, ESELLAS will discontinue all previously provided services in SOW #4, other than those services providing maintenance and support in the transition of the AgileThought website and social media properties and campaigns.
Fees	The following page details the Fees and Invoice Amounts between the respective MSA and PSA Agreements. The TOTAL due to AgileThought will be subtracted from the TOTAL due to ESELLAS and considered paid in full. The remaining balance, PAYMENT due ESELLAS, is equal the FEES ESELLAS minus the FEES AgileThought and shall be paid in full to ESELLAS within thirty (30) days of this Change Order Effective Date.

PSA Agreement

Invoicing Party	Project	Invoice Period	Invoice #	Amount
AgileThought	SOW 22-01	2022-07	#90011776	\$3,422
AgileThought	SOW 22-01	2022-08	#90011775	\$3,422
AgileThought	SOW 22-01	2022-09	#90011774	\$3,702
AgileThought	SOW 22-01	2022-10	#90012429	\$3,702
AgileThought	SOW 22-01	2022-11	#90013260	\$3,702
AgileThought	SOW 22-01	2022-12	90013593	\$3,702
AgileThought	SOW 22-01	2023-01	#90014083	\$4,020
AgileThought	SOW1	2023-01	#90014082	\$20,400
AgileThought	SOW1	2023-02	#90014743	\$22,800
AgileThought	SOW 22-01	2023-02	#90014434	\$4,020
AgileThought	SOW 22-01	2023-03	#90014980	\$4,020
TOTAL				\$76,914

MSA Agreement

Invoicing Party	Project	Invoice Period	Invoice #	Amount
ESELLAS	SOW 2	2022-09	#37	\$42,402
ESELLAS	SOW 4	2022-12	41	\$2,500
ESELLAS	SOW 4	2022-12	43	\$4,561
ESELLAS	SOW 4	2023-01	42	\$89,469
ESELLAS	SOW 4	2023-02	44	\$89,469
ESELLAS	SOW 4	2023-03	45	\$42,424
ESELLAS	SOW 4	2023-04	46	\$42,424
ESELLAS	SOW 4	2023-05	47	\$15,000
TOTAL				\$328,249
FEES ESELLAS				\$328,249
FEES AgileThought				\$76,914
PAYMENT due ESELLAS				\$251,335



July 18, 2023

**VIA E-MAIL (DIANA.ABRIL@AGILETHOUGHT.COM)
VIA FEDEX**

Jared D. Bayer

Direct Phone 215-665-4127
Direct Fax 215-701-2427
jbayer@cozen.com

Agile Thought, Inc.
Attention: Diana Abril, Chief Legal Officer
2502 N. Rocky Point Drive, Suite 900
Tampa, FL 33607

**Re: Master Services Agreement, Dated May 28, 2020, Between Agile Thought, Inc. and
ESELLAS, LLC
Change Order #2, Effective as of May 1, 2023**

Dear Ms. Abril:

This firm represents ESELLAS, LLC to recover the \$251,335 that is owed to ESELLAS by Agile Thought, Inc. That undisputed amount due was to be paid in full no later than June 1, 2023, but remains unpaid more than one month later. ESELLAS accordingly demands payment in full of the \$251,335, plus accrued interest, immediately.

As we understand, ESELLAS contracted with Agile Thought to provide certain enterprise sales, business development, marketing, and other similar professional services pursuant to the Master Services Agreement and Statements of Work issued further to that Agreement. We also understand that there was a Professional Services Agreement pursuant to which Agile Thought provided certain services to ESELLAS.

Change Order #2, referenced above, was executed by both parties with an effective date of May 1, 2023. That Change Order recited the outstanding invoices issued by each party for services rendered under the two Agreements and provided for the amounts invoiced to ESELLAS (\$76,419) to be set off against the amounts invoiced to Agile Thought (\$328,249) and “considered paid in full.” Agile Thought agreed that the remaining balance—\$251,335—“shall be paid in full to ESELLAS within thirty (30) days of this Change Order Effective Date.” More than 30 days have elapsed since the effective date of Change Order #2, but Agile Thought has not paid the \$251,335 that is owed. Given that Agile Thought raised no objection to the amount due within 30 days, that amount “shall be deemed undisputed and owing.” (Master Services Agreement § 4.)

ESELLAS provided written notice of the undisputed but unpaid amounts on several occasions, including by way of June 5, 2023 email correspondence. Agile Thought, however, failed to pay the undisputed amounts owed within 15 days of written notice. Pursuant to Section 4 of the Master Services Agreement, interest at the rate of 1.5% per month on the unpaid amounts is accruing as of June 20, 2023.

Agile Thought, Inc.
July 18, 2023
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ESELLAS demands payment in full of the \$251,335 that is due and owing, plus accrued interest. To the extent that it becomes necessary to file an action to recover the undisputed amount due and owing, ESELLAS will recover its attorneys' fees and court costs as the prevailing party. (Master Services Agreement § 11(d).)

ESELLAS reserves all rights and remedies regarding this matter.

Sincerely,

COZEN O'CONNOR



By: Jared D. Bayer

JDB:pd

cc: Chad Cowan