Case 25-90524 Document 29 Filed in TXSR on 10/29/25 Page 1 of 3 Docket #0029 Date Filed: 10/29/2025 United States Bankruptcy Court

Southern District of Texas

ENTERED

October 29, 2025 Nathan Ochsner, Clerk

IN THE UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF TEXAS **HOUSTON DIVISION**

)	
In re:)	Chapter 11
AMBIPAR EMERGENCY RESPONSE,)	Case No. 25-90524 (ARP)
Debtor. ¹)	
)	

ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION OF KURTZMAN CARSON CONSULTANTS, LLC DBA VERITA GLOBAL AS NOTICING AGENT

The Court has considered the Debtor's application (the "Application")² to employ Kurtzman Carson Consultants, LLC dba Verita ("Agent") as its noticing agent in this case. The Court finds that *ex parte* relief is appropriate. The Court orders:

- 1. The Debtor is authorized to employ Agent under the terms of the Engagement Letter attached to the Application as modified by this Order.
 - The Agent is authorized and directed to perform the services as described in the Application, the Engagement Letter, and this Order. If a conflict exists, this Order controls.
 - The Clerk shall provide Agent with Electronic Case Filing ("ECF") credentials that allow Agent to receive ECF notifications and file certificates and/or affidavits of service.
 - The Agent is a custodian of court records and is designated as the authorized repository for all proofs of claim filed in this case. Agent shall maintain the official Claims Register(s) in this case. The Agent must make complete copies of all proofs of claims available to the public electronically without charge. Proofs of Claims and all attachments may be redacted only as ordered by the Court.
 - The Agent must not transmit or utilize the data obtained by the Agent in exchange for direct or indirect compensation from any person other than the Debtor.
 - The Agent is authorized to take such other actions as are necessary to comply with all duties and provide the Services set forth in the Application and the Engagement Letter.

¹ The last four digits of the Debtor's taxpayer identification number are 0263. The Debtor's address is P.O. Box 10008, Willow House, Cricket Square, Grand Cayman, KY1-1001, Cayman Islands.

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Application.

- 7. The Agent shall provide detailed invoices setting forth the services provided and the rates charged on a monthly basis to the Debtor, its counsel, the Office of the United States Trustee, counsel for any official committee, and any party in interest who specifically requests service of the monthly invoices in writing.
- 8. The Agent shall not be required to file fee applications. Upon receipt of Agent's invoices, the Debtor is authorized to compensate and reimburse Agent for all undisputed amounts in the ordinary course in accordance with the terms of the Engagement Letter. All amounts due to the Agent will be treated as § 503(b) administrative expenses. The Debtor is authorized to fund the Advance. The Agent may apply its advance in accordance with the Engagement Letter and the terms of this Order.
- 9. The Debtor shall indemnify Agent under the terms of the Engagement Letter, as modified and limited by this Order. Notwithstanding the foregoing, the Agent is not indemnified for, and may not receive any contribution or reimbursement with respect to:
 - a. For matters or services arising before this case is closed, any matter or service not approved by an order of this Court.
 - b. Any matter that is determined by a final order of a Court of competent jurisdiction that arises from (i) the Agent's gross negligence, willful misconduct, fraud, bad faith, self-dealing, or breach of fiduciary duty (ii) a contractual dispute if the court determines that indemnification, contribution, or reimbursement would not be permissible under applicable law; or (iii) any situation in which the Court determines that indemnification, contribution, or reimbursement would not be permissible pursuant to *In re Thermadyne Holdings Corp.*, 283 B.R. 749, 756 (B.A.P. 8th Cir. 2002). No matter governed by this paragraph may be settled without this Court's approval.
 - c. This paragraph does not preclude Agent from seeking an order from this Court requiring the advancement of indemnity, contribution, or reimbursement obligations in accordance with applicable law.
- 10. The Agent shall not cease providing services during this chapter 11 case for any reason, including nonpayment, without an order of the Court. In the event Agent is unable to provide the Services set out in this Order and/or the Engagement Letter, Agent will immediately notify the Clerk and the Debtor's attorney and cause all data to be turned over to such persons as directed by the Court.
- 11. The terms and conditions of this Order are immediately effective and enforceable upon its entry.

2

12. This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order. The scope of Agent's services may be altered only on further order of this Court.

Signed: October 29, 2025

Alfredo R Pérez

United States Bankruptcy Judge