

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

PARETEUM CORPORATION, *et al.*,

Debtors.¹

Chapter 11

Case No.: 22-10615 (LGB)

(Joint Administration Requested)

**ORDER (I) AUTHORIZING AND APPROVING
THE APPOINTMENT OF KURTZMAN CARSON CONSULTANTS LLC AS
CLAIMS AND NOTICING AGENT TO THE DEBTORS, EFFECTIVE *NUNC
PRO TUNC* TO THE PETITION DATE, AND (II) GRANTING RELATED RELIEF**

Upon the application [ECF No. 4] (the “Application”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an order (this “Order”), pursuant to 28 U.S.C. §156(c), and Local Rule 5075-1, (a) appointing Kurtzman Carson Consultants LLC (“KCC”) as the claims and noticing agent (the “Claims and Noticing Agent”) in the Chapter 11 Cases effective *nunc pro tunc* to the date of the commencement of these Chapter 11 Cases (the “Petition Date”), including assuming full responsibility for the distribution of notices and the maintenance, processing, and docketing of proofs of claim filed in the Chapter 11 Cases, and (b) granting related relief, all as more fully set forth in the Application; and upon the First Day Declaration, the Gershbein Declaration, and the *Supplemental Declaration of Evan Gershbein in Support of the Debtors’ Application for Entry of an Order (I) Authorizing and Approving the Appointment of Kurtzman Carson Consultatns LLC*

¹ The Debtors in the Chapter 11 Cases, along with the last four digits of each Debtor’s federal tax identification number, if applicable, are: Pareteum Corporation (7538); Pareteum North America Corp. (f/k/a Elephant Talk North America Corp.) (9623); Devicescape Holdings, Inc. (2909); iPass, Inc. (4598); iPass IP LLC (2550); Pareteum Europe B.V.; Artilium Group Ltd. (f/k/a Artilium PLC); Pareteum Asia Pte. Ltd.; and Pareteum N.V. (f/k/a Artilium N.V.). The Debtors’ corporate headquarters is located at 1185 Avenue of the Americas, 2nd Floor, New York, NY 10036.

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



as Claims and Noticing Agent, Effective *Nunc Pro Tunc* to the Petition Date, and (II) Granting Related Relief [ECF No. 40]; and this Bankruptcy Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the Southern District of New York*, dated January 31, 2012; and that this Bankruptcy Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and that this Bankruptcy Court may enter a final order consistent with Article III of the United States Constitution; and this Bankruptcy Court having found that venue of this proceeding and the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Bankruptcy Court having found that the relief requested in the Application is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Bankruptcy Court having found that the Debtors' notice of the Application and opportunity for a hearing on the Application were appropriate under the circumstances and no other notice need be provided; and this Bankruptcy Court having reviewed the Application and having heard the statements in support of the relief requested therein at a hearing before this Bankruptcy Court (the "Hearing"); and this Bankruptcy Court having determined that the legal and factual bases set forth in the Application and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Bankruptcy Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. Notwithstanding the terms of the Engagement Agreement attached to the Application, the Application is approved solely as set forth in this Order.
2. The Debtors are authorized to retain KCC as the Claims and Noticing Agent effective *nunc pro tunc* to the Petition Date under the terms of the Engagement Agreement, and KCC is authorized and directed to perform noticing services and to receive, maintain, record,

and otherwise administer the proofs of claim filed in these Chapter 11 Cases, and all related tasks, all as described in the Application.

3. KCC shall serve as the custodian of court records and shall be designated as the authorized repository for all proofs of claim filed in these Chapter 11 Cases and is authorized and directed to maintain official claims registers for each of the Debtors, to provide public access to every proof of claim unless otherwise ordered by the Bankruptcy Court, and to provide the Clerk's Office with a certified duplicate thereof upon the request of the Clerk's Office.

4. KCC is authorized and directed to provide an electronic interface for filing proofs of claim—to the extent necessary—and to obtain a post office box or address for the receipt of proofs of claim.

5. KCC is authorized to take such other action to comply with all duties set forth in the Application.

6. The Debtors are authorized to compensate KCC in accordance with the terms of the Engagement Agreement upon the receipt of reasonably detailed invoices setting forth the services provided by KCC and the rates charged for each, and to reimburse KCC for all reasonable and necessary expenses it may incur, upon the presentation of appropriate documentation, without the need for KCC to file fee applications or otherwise seek Bankruptcy Court approval for the compensation of its services and reimbursement of its expenses.

7. KCC shall maintain records of all services showing dates, categories of services, fees charged, and expenses incurred, and shall serve monthly invoices on the Debtors, the office of the United States Trustee, counsel for the Debtors, counsel for any official committee monitoring the expenses of the Debtors, and any party in interest who specifically requests service of the monthly invoices.

8. The parties shall meet and confer in an attempt to resolve any dispute which may arise relating to the Engagement Agreement or monthly invoices; *provided, however*, that the parties may seek resolution of the matter from this Bankruptcy Court if resolution is not achieved.

9. Pursuant to section 503(b)(1)(A) of the Bankruptcy Code, the fees and expenses of KCC under this Order shall be an administrative expense of the Debtors' estates.

10. KCC may apply its advance to all prepetition fees and expenses incurred under the Engagement Agreement, which advance shall be replenished to the original advance amount, and thereafter, KCC may hold its advance under the Engagement Agreement during the chapter 11 cases as security for the payment of fees and expenses incurred under the Engagement Agreement.

11. The Debtors shall indemnify KCC in accordance with the terms of the Engagement Agreement, as modified pursuant to this Order.

12. All requests by KCC for the payment of indemnification as set forth in the Engagement Agreement shall be made by means of an application to this Bankruptcy Court and shall be subject to review by this Bankruptcy Court to ensure that payment of such indemnity conforms to the terms of the Engagement Agreement and is reasonable under the circumstances of the litigation or settlement in respect of which indemnity is sought; *provided, however*, that in no event shall KCC be indemnified in the case of its own bad faith, self-dealing, breach of fiduciary duty (if any), gross negligence or willful misconduct.

13. In the event that KCC seeks reimbursement from the Debtors for attorneys' fees and expenses in connection with the payment of an indemnity claim pursuant to the Engagement Agreement, the invoices and supporting time records for the attorneys' fees and expenses

shall be included in KCC's own applications, both interim and final, but determined by this Bankruptcy Court after notice and a hearing.

14. In the event KCC is unable to provide the services set out in this Order, KCC will immediately notify the Clerk's Office and the Debtors' attorney and, upon approval of this Bankruptcy Court, cause to have all original proofs of claim and computer information turned over to another claims and noticing agent with the advice and consent of the Clerk's Office and the Debtors' attorney.

15. The Debtors may submit a separate retention application, pursuant to section 327 of the Bankruptcy Code and/or any applicable law, for work that is to be performed by KCC but is not specifically authorized by this Order.

16. KCC shall not cease providing claims processing services during these chapter 11 cases for any reason, including nonpayment, without an order of this Bankruptcy Court; *provided, however*, that KCC may seek such an order on expedited notice by filing a request with this Bankruptcy Court with notice of such request to be served on the Debtors, the office of the United States Trustee, and any official committee of creditors appointed in these cases by facsimile or overnight delivery; *provided, further*, that except as expressly provided herein, the Debtors and KCC may otherwise terminate or suspend other services as provided under the Engagement Agreement.

17. After entry of an order terminating KCC's services as the Claims and Noticing Agent, upon the closing of these cases, or for any other reason, KCC shall be responsible for archiving all proofs of claim with the Federal Archives Record Administration, if applicable.

18. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

19. Notwithstanding any provision in the Bankruptcy Rules to the contrary, this Order shall be immediately effective and enforceable upon its entry.

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

21. In the event of any inconsistency between the Engagement Agreement, the Application, and this Order, this Order shall govern.

22. Notwithstanding any term in the Engagement Agreement to the contrary, the Bankruptcy Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

New York, New York
Dated: May 19, 2022

/s/ Lisa G. Beckerman
THE HONORABLE LISA G. BECKERMAN
UNITED STATES BANKRUPTCY JUDGE