

RIMON P.C.

Proposed Counsel to the Chapter 7 Trustee
Kenneth P. Silverman
100 Jericho Quadrangle, Suite 300
Jericho, New York 11753
(516) 479-6300
Brian Powers
Courtney M. Roman

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re:

Chapter 7

BUTH-NA-BODHAIGE, INC.,

Case No.: 24-10392 (DSJ)

Debtor.

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**TRUSTEE’S APPLICATION FOR ENTRY OF AN ORDER
APPOINTING KURTZMAN CARSON CONSULTANTS
LLC AS CLAIMS AND NOTICING AGENT FOR THE TRUSTEE**

Kenneth P. Silverman, Esq., the chapter 7 trustee (the “Trustee”) for the bankruptcy estate of Buth-Na-Bodhaidge, Inc. (the “Debtor”), hereby submits this Application (this “Application”) for entry of an order, substantially in the form annexed hereto as **Exhibit A**, appointing Kurtzman Carson Consultants LLC (“KCC”) as claims and noticing agent in the Debtor’s chapter 7 case and further represents as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue of this case is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

2. The bases for the relief requested herein are section 156(c) of title 28 of the United States Code, sections 105(a) and 503(b)(1)(A) of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the “Bankruptcy Code”), Rule 2002(f) of the Federal Rules of Bankruptcy Procedure



(the “Bankruptcy Rules”), and Rules 5075-1(b) and 9013-1(a) of the Local Bankruptcy Rules for the Southern District of New York (the “Local Rules”).

RELIEF REQUESTED

3. By this Application, the Trustee respectfully requests entry of an order (the “Retention Order”), substantially in the form attached hereto as **Exhibit A**, appointing Kurtzman Carson Consultants LLC (“KCC”) as claims and noticing agent (“Claims and Noticing Agent”) in the Debtor’s chapter 7 case as of the Petition Date. In support of this Application, the Trustee submits the *Declaration of Evan Gershbein in Support of Trustee’s Application for Entry of an Order Appointing Kurtzman Carson Consultants LLC as Claims and Noticing Agent for the Debtor* (the “Gershbein Declaration”), attached hereto as **Exhibit B**.

4. The Trustee’s selection of KCC to act as the Claims and Noticing Agent has satisfied the Court’s *Protocol for the Employment of Claims and Noticing Agents Under 28 U.S.C. § 156(c)* (dated June 17, 2013) (the “Claims Agent Protocol”) that the Trustee has obtained and reviewed engagement proposals from at least two other court-approved claims and noticing agents to ensure selection through a competitive process. Moreover, the Trustee submits, based on all engagement proposals obtained and reviewed, that KCC’s rates are competitive and reasonable given KCC’s quality of services and expertise. The terms of KCC’s retention are set forth in the Engagement Agreement attached hereto as **Exhibit C** (the “Engagement Agreement”); *provided, however*, that by this Application the Trustee is seeking approval solely of the terms and provisions as set forth in this Application and the proposed Retention Order.

5. The Trustee anticipates that there will be in excess of 250 creditors on the creditor matrix to be noticed. Local Rule-5075-1(b)(1) provides that “[i]n a case in which the number of creditors and equity security holders, in the aggregate, is 250 or more, the estate shall retain, subject

to approval of the Court, a claims and noticing agent in accordance with the [Claims Agent Protocol].” In view of the number of anticipated parties in interest and the complexity of the Debtor’s business, the Trustee submits that the appointment of a claims and noticing agent is required by Local Rule 5075-1(b)(1) and is otherwise in the best interest of the Debtor’s estate and its creditors.

BACKGROUND

6. The Debtor is a cosmetic and skin care retailer that is a subsidiary of the Body Shop International Limited, a UK based company.

7. On March 8, 2024, the Debtor filed a voluntary petition for relief pursuant to chapter 7 of the Bankruptcy Code.

KCC’S QUALIFICATIONS

8. KCC is comprised of leading industry professionals with significant experience in both the legal and administrative aspects of large, complex chapter 7 and 11 cases. KCC’s professionals have experience in noticing, claims administration, solicitation, balloting and facilitating other administrative aspects of chapter 7 cases and experience in matters of this size and complexity. KCC’s professionals have acted as debtors’ administrative advisor and/or official claims and noticing agent in many large bankruptcy cases in this district and in other districts nationwide, including: *In re Voyager Aviation Holdings, LLC et al.*, Case No. 23-11177 (JPM) (Bankr. S.D.N.Y. July 28, 2023) [ECF No. 36]; *In re Pareteum Corporation, et al.*, Case No. 22-10615 (LGB) (Bankr. S.D.N.Y. May 19, 2022) [ECF No. 43]; *In re Philippine Airlines, Inc.*, Case No. 21-11569 (SCC) (Bankr. S.D.N.Y. Sept. 9, 2021) [ECF No. 46].; *In re MatlinPatterson Global Opportunities Partners II L.P.*, Case No. 21-11255 (DSJ) (Bankr. S.D.N.Y. July 8, 2021) [ECF No. 26]; *In re Garrett Motion Inc.*, Case No. 20-12212 (MEW) (Bankr. S.D.N.Y. Sept. 24, 2020)

[ECF No. 76]; *In re Avianca Holdings S.A.*, Case No. 20-11133 (MG) (Bankr. S.D.N.Y. May 13, 2020) [ECF No. 52]; *In re The McClatchy Company*, Case No. 20-10418 (MEW) (Bankr. S.D.N.Y. Feb. 14, 2020) [ECF No. 71]; *In re The College of New Rochelle*, Case No. 19-23694 (RDD) (Bankr. S.D.N.Y. Sept. 27, 2019) [ECF No. 49]; *In re Windstream Holdings, Inc.*, Case No. 19-22312 (RDD) (Bankr. S.D.N.Y. Feb. 28, 2019) [ECF No. 59]; *In re Waypoint Leasing Holdings Ltd.*, Case No. 18- 13648 (DSJ) (Bankr. S.D.N.Y. Nov. 27, 2018) [ECF No. 24]; *In re 21st Century Oncology Holdings, Inc.*, Case No. 17-22770 (RDD) (Bankr. S.D.N.Y. May 26, 2017) [ECF No. 37]; *In re Westinghouse Electric Company LLC*, Case No. 17-10751 (MEW) (Bankr. S.D.N.Y. Mar. 31, 2017) [ECF No. 79]; *In re Sunco Liquidation, Inc., (f/k/a Sungevity, Inc.)*, Case No. 17-10561 (LSS) (Bankr. D. Del. Mar. 15, 2017) [ECF No. 43]; *In re Aquion Energy, Inc.*, Case No. 17- 10500 (KJC) (Bankr. D. Del. Mar. 10, 2017) [ECF No. 29]; *In re Eastern Outfitters, LLC*, Case No. 17-10243 (LSS) (Bankr. D. Del. Feb. 8, 2017) [ECF No. 47]; *In re Toisa Limited*, Case No. 17-10184 (SCC) (Bankr. S.D.N.Y. Jan. 31, 2017) [ECF No. 16]; *In re AOG Entertainment, Inc.*, Case No. 16-11090 (SMB) (Bankr. S.D.N.Y. May 2, 2016) [ECF No. 42]; *In re MPM Silicones, LLC*, Case No. 14-22503 (RDD) (Bankr. S.D.N.Y. Apr. 15, 2014) [ECF No. 36]; *In re Metro Affiliates, Inc.*, Case No. 13-13591 (SHL) (Bankr. S.D.N.Y. Nov. 7, 2013) [ECF No. 43]; *In re Flat Out Crazy, LLC*, Case No. 13-22094 (RDD) (Bankr. S.D.N.Y. Feb. 21, 2013) [ECF No. 124]; *In re Broadview Networks Holdings, Inc.*, Case No. 12-13581 (SCC) (Bankr. S.D.N.Y. Sept. 14, 2012) [ECF No. 87].

9. KCC will follow procedures that conform to applicable guidelines promulgated by the Clerk of the Court and the Judicial Conference, and as may be entered by the Court's order.

SERVICES TO BE PROVIDED

10. This Application pertains only to the work to be performed by KCC under the Clerk's delegation of duties permitted by 28 U.S.C. § 156(c) and Local Rule 5075-1, and any work to be performed by KCC outside of this scope is not covered by this Application or by any order granting approval hereof. Specifically, KCC will perform the following tasks in its role as claims and noticing agent (the "Claims and Noticing Services"), as well as all quality control relating thereto:

- a. Prepare and serve required notices and documents in this chapter 7 case in accordance with the Bankruptcy Code and the Bankruptcy Rules in the form and manner directed by the Debtor and/or the Court, including (i) notice of the commencement of this chapter 7 case and the initial meeting of creditors under Bankruptcy Code § 341(a), (ii) notice of any claims bar date, (iii) notices of transfers of claims, (iv) notices of objections to claims and objections to transfers of claims, (v) notices of any hearings, and (vi) all other notices, orders, pleadings, publications and other documents as the Trustee or Court may deem necessary or appropriate for an orderly administration of this chapter 7 case;
- b. Maintain an official copy of the Debtor's schedules and assets and liabilities and statements of financial affairs (collectively, the "Schedules and Statements"), listing the Debtor's known creditors and the amounts owed thereto;
- c. Maintain (i) a list of all potential creditors, equity holders and other parties-in-interest, (ii) a "core" mailing list consisting of all parties described in Bankruptcy Rule 2002(i), (j) and (k) and those parties that have filed a notice of appearance pursuant to Bankruptcy Rule 9010, and (iii) update said lists and make said lists available upon request by a party-in-interest or the Clerk;
- d. Furnish a notice to all potential creditors of the last date for the filing of proofs of claim and a form for the filing of a proof of claim, after such notice and form are approved by this Court, and notify said potential creditors of the existence, amount and classification of their respective claims as set forth in the Schedules and Statements, which may be effected by inclusion of such information (or the lack thereof, in cases where the Schedules and Statements indicate no debt due to the subject party) on a customized proof of claim form provided to potential creditors;

- e. Maintain a post office box or address for the purpose of receiving claims and returned mail, and process all mail received;
- f. For *all* notices, motions, orders or other pleadings or documents served, prepare and file or cause to be filed with the Clerk an affidavit or certificate of service within seven business days of service which includes (i) either a copy of the notice served or the docket numbers(s) and title(s) of the pleading(s) served, (ii) a list of persons to whom it was mailed (in alphabetical order) with their addresses, (iii) the manner of service and (iv) the date served;
- g. Process all proofs of claim received, including those received by the Clerk, check said processing for accuracy and maintain the original proofs of claim in a secure area;
- h. Provide an electronic interface for filing proof of claim;
- i. Maintain the official claims register for the Trustee (collectively, the “Claims Registers”) on behalf of the Clerk on a case specific website; upon the Clerk’s request, provide the Clerk with certified, duplicate unofficial Claims Registers; and specify in the Claims Registers the following information for each claim docketed: (i) the claim number assigned, (ii) the date received, (iii) the name and address of the claimant and agent, if applicable, who filed the claim, (iv) the amount asserted, (v) the asserted classification(s) of the claim (*e.g.*, secured unsecured priority, *etc.*) and (vi) any disposition of the claim;
- j. Provide public access to the Claims Registers, including complete proofs of claim with attachments, if any, without charge;
- k. Implement necessary security measures to ensure the completeness and integrity of the Claims Registers and the safekeeping of the original claims;
- l. Record all transfers of claims and provide any notices of such transfers as required by Bankruptcy Rule 3001(e);
- m. Relocate, by messenger or overnight delivery, all of the court-filed proofs of claim to the offices of KCC, not less than weekly;
- n. Upon completion of the docketing process for all claims received to date for each case, turn over to the Clerk copies of the Claims Registers for the Clerk’s review (upon the Clerk’s request);
- o. Monitor the Court’s docket for all notices of appearance, address changes and claims-related pleadings and orders filed and make necessary notations on and/or changes to the Claims Registers and any service or mailing lists,

including to identify and eliminate duplicative names and addresses from such lists;

- p. Identify and correct any incomplete or incorrect addresses in any mailing or service lists;
- q. Assist in the dissemination of information to the public and respond to requests for administrative information regarding this chapter 7 case as directed by the Trustee or the Court, including through the use of a case website and/or call center;
- r. Thirty (30) days prior to the close of this chapter 7 case, to the extent practicable, request that the Trustee submits to the Court a proposed order dismissing KCC and terminating the services of such agent upon completion of its duties and responsibilities and upon the closing of this chapter 7 case;
- s. Within seven days of notice to KCC of entry of an order closing this chapter 7 case, provide to the Court the final version of the Claims Registers as of the date immediately before the close of this chapter 7 case; and
- t. At the close of this chapter 7 case, and after consultation with the Clerk's Office, transport all original documents to the Clerk's Office in the proper electronic format.

PROFESSIONAL COMPENSATION

11. The Trustee respectfully requests that the undisputed fees and expenses incurred by KCC in the performance of the above services be treated as administrative expenses of the Debtor's chapter 7 estate pursuant to 28 U.S.C. § 156(c) and Bankruptcy Code section 503(b)(1)(A) and be paid in the ordinary course of business without further application to or order of this Court. KCC agrees to maintain records of all services showing dates, categories of services, fees charged, and expenses incurred, and to serve monthly invoices on the Trustee, the United States Trustee for Region 2 (the "U.S. Trustee"), and any party in interest who specifically requests service of the monthly invoices. If any dispute arises relating to the Engagement Agreement or monthly invoices, the parties shall meet and confer in an attempt to resolve the dispute; if resolution is not achieved, the parties may seek resolution of the matter from this Court.

KCC'S DISINTERESTEDNESS

12. Although the Trustee does not propose to employ KCC under Bankruptcy Code section 327 pursuant to this Application, KCC has nonetheless reviewed its conflicts system to determine whether it has any relationships with the creditors and parties in interest, and, to the best of the Trustee's knowledge, information, and belief, and except as disclosed in the Gershbein Declaration, KCC has represented that it neither holds nor represents any interest materially adverse to the Debtor's estate in connection with any matter on which it would be employed.

13. Moreover, in connection with its retention as Claims and Noticing Agent, KCC represents in the Gershbein Declaration, among other things, that:

- a. KCC is not a creditor of the Debtor;
- b. KCC will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as the Claims and Noticing agent in this chapter 7 case;
- c. By accepting employment in this chapter 7, KCC waives any rights to receive compensation from the United States government in connection with this chapter 7 case;
- d. In its capacity as Claims and Noticing Agent in this chapter 7 case, KCC will not be an agent of the United States and will not act on behalf of the United States;
- e. KCC will not employ any past or present employees of the Debtor in connection with its work as the Claims and Noticing Agent in this chapter 7 case;
- f. KCC is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code with respect to the matters upon which it is to be engaged;
- g. In its capacity as Claims and Noticing Agent in this chapter 7 case, KCC will not intentionally misrepresent any fact to any person;
- h. KCC shall be under the supervision and control of the Clerk's office with respect to the receipt and recordation of claims and claim transfers;

- i. KCC will comply with all requests of the Clerk's office and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c); and
- j. None of the services provided by KCC as Claims and Noticing Agent in this chapter 7 case shall be at the expense of the Clerk's office.

14. KCC will supplement its disclosure to the Court if any facts or circumstances are discovered that would require such additional disclosure.

BASIS FOR RELIEF

15. Section 156(c) of title 28 of the United States Code, which governs the staffing and expenses of bankruptcy courts, and authorizes the Court to use "facilities" or "services" other than the Clerk's Office for administration of bankruptcy cases, provides as follows:

Any court may utilize facilities or services, either on or off the court's premises, which pertain to the provision of notices, dockets, calendars, and other administrative information to parties in cases filed under the provisions of title 11, United States Code, where the costs of such facilities or services are paid for out of the assets of the estate and are not charged to the United States. The utilization of such facilities or services shall be subject to such conditions and limitations as the pertinent circuit council may prescribe.

28 U.S.C. § 156(c).

16. In addition, Local Bankruptcy Rule 5075-1(b) provides in pertinent part as follows:

The Court may permit, subject to the supervision of the Clerk, the use of services and agents to maintain Court records, issue notices, file certain documents, and maintain and disseminate other administrative information when the costs of such services and agents are paid for by the estate.

Local Bankruptcy Rule 5075-1(b).

17. The Court has promulgated the Claims Agent Protocol "to ensure the use of competitive process in the selection of claims and noticing agents in instances where the Court has authorized such use under 28 U.S.C. § 156(c)." In compliance with the Claims Agent Protocol, the Trustee obtained and reviewed engagement proposals from three court-approved claims and

noticing agents, including KCC. The Trustee provided each court-approved claims and noticing agent the basic facts about this chapter 7 case and asked each company to submit a written proposal based upon such facts. The Trustee then asked each company case-specific pricing questions. Ultimately, the Trustee chose KCC as their claims and noticing agent based on its capability and favorable price terms.

18. Local Bankruptcy Rule 5075-1(b) requires the retention—pursuant to an order of the Court—of an approved claims and noticing agent in a case having 250 or more creditors and/or equity security holders. This chapter 7 case is such a case.

19. Given the number of parties in interest involved in this chapter 7 case, the Trustee seeks an order appointing KCC as the claims and noticing agent in this chapter 7 case pursuant to 28 U.S.C. § 156(c), Local Bankruptcy Rule 5075-1 and the Claims Agent Protocol to relieve this Court and the Clerk's Office of the administrative burdens associated with this case.

COMPLIANCE WITH CLAIMS AND NOTICING AGENT PROTOCOL

20. This Application complies with the Claims Agent Protocol and substantially conforms to the standard Application in use in this Court. To the extent that there is any inconsistency between this Application, the Retention Order, and the Engagement Agreement, the Retention Order shall govern.

NO PRIOR REQUEST

21. No previous requests for relief sought therein have been made to this Court or any other court.

CONCLUSION

WHEREFORE, the Trustee respectfully requests that this Court enter the Retention Order, substantially in the form attached hereto as Exhibit A, granting the relief requested herein and such other and further relief as may be just and proper.

Dated: March 21, 2024
Jericho, New York

RIMON P.C.
Proposed Counsel to the Chapter 7 Trustee

s/ Brian Powers
Brian Powers
Partner
100 Jericho Quadrangle, Suite 300
Jericho, New York 11753
(516) 479-600

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re:

Chapter 7

BUTH-NA-BODHAIGE, INC.,

Case No.: 24-10392 (DSJ)

Debtor.
-----X

**ORDER APPOINTING KURTZMAN CARSON
CONSULTANTS LLC AS CLAIMS AND NOTICING AGENT FOR THE TRUSTEE**

Upon the application of Kenneth P. Silverman, Esq., the chapter 7 trustee (the “Trustee”) for the bankruptcy estate of Buth-Na-Bodhaidge, Inc. (the “Debtor”), for an order appointing Kurtzman Carson Consultants LLC (“KCC”) as claims and noticing agent (“Claims and Noticing Agent”) pursuant to 28 U.S.C. § 156(c), sections 105(a) and 503(b)(1)(A) of the Bankruptcy Code, Bankruptcy Rule 2002(f), and Local Rule 5075-1 to, among other things, (a) distribute required notices to parties in interest, (b) receive, maintain, docket, and otherwise administer the proofs of claim filed in this chapter 7 case, and (c) provide such other administrative services—as required by the Trustee that would fall within the purview of services to be provided by the Clerk’s office; and upon consideration of the *Declaration of Evan Gershbein in Support of the Trustee’s Application for Entry of an Order Appoint Kurtzman Carson Consultants LLC as Claims and Noticing Agent for the Trustee* (the “Gershbein Declaration”); and the Trustee having estimated that there are in excess of 250 creditors to be noticed in this chapter 7 case; and it appearing that the receiving, docketing, and maintaining of proofs of claim to be filed in this chapter 7 case would be unduly time consuming and burdensome for the Clerk; and this Court being authorized under 28 U.S.C. § 156(c) to utilize outside agents and facilities to provide notices to parties and to receive, docket, maintain, photocopy, and transmit proofs of claim; and this Court being satisfied that KCC has the capability and experience to provide such services and that KCC does not hold

an interest adverse to the Debtor's estate respecting the matters upon which it is to be engaged; and due and sufficient notice of the Application having been given; and it appearing that no other or further notice is necessary; and it appearing that the relief requested in the Application is in the best interests of the Debtor's estate, its creditors, and other parties in interest; and this Court having reviewed the Application and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this 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 after due deliberation thereon; and good 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 Trustee is authorized to retain KCC as Claims and Noticing Agent as of 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 this chapter 7 case, and all related tasks, all as described in the Application, as modified herein.
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 this chapter 7 case and is authorized and directed to maintain official claims registers for the Trustee, to provide public access to every proof of claim unless otherwise ordered by the Court and to provide the Clerk with a certified duplicate thereof upon the request of the Clerk.
4. KCC is authorized and directed to provide an electronic interface for filing

proofs of claim 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, as modified herein.

6. For all notices, motions, orders or other pleadings or documents served, KCC is authorized to prepare and file or cause to be filed with the Clerk an affidavit or certificate of service in accordance with Local Rule 9078-1 which includes (i) either a copy of the notice served or the docket number(s) and title(s) of the pleading(s) served, (ii) a list of persons to whom it was mailed (in alphabetical order) with their addresses, (iii) the manner of service and (iv) the date served.

7. The Trustee is 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 Court approval for the compensation of its services and reimbursement of its expenses.

8. KCC shall maintain records of all services showing dates, categories of services, fees charged and expenses incurred, and shall serve monthly invoices on the Trustee, the U.S. Trustee, and any party in interest who specifically requests service of the monthly invoices.

9. 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 that the parties may seek resolution of the matter from this Court if resolution is not achieved.

10. Pursuant to Bankruptcy Code section 503(b)(1)(A), the fees and expenses of

KCC under this Order shall be an administrative expense of the Debtor's estate.

11. The Trustee shall indemnify KCC under 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 the Court and shall be subject to review by the 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, willful misconduct, or fraud.

13. In the event that KCC seeks reimbursement 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 Court after notice and a hearing.

14. Additionally, such invoices and time records shall be subject to the Fee Guidelines and the approval of the Court under the standards of sections 330 and 331 of the Bankruptcy Code without regard to whether such attorney has been retained under section 327 of the Bankruptcy Code and without regard to whether such attorneys' services satisfy section 330(a)(3)(C) of the Bankruptcy Code.

15. In the event KCC is unable to provide the services set out in this Order, KCC will immediately notify the Clerk and the Trustee's counsel and, upon approval of this 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 and the Trustee's counsel.

16. The Trustee may submit a separate retention application, pursuant to 11 U.S.C. § 327 or any applicable law, for work that is to be performed by KCC but is not specifically authorized by this Order.

17. KCC shall not cease providing claims processing services during this chapter 7 case for any reason, including nonpayment, without an order of this Court.

18. The limitation of liability section in paragraph I of the Engagement Agreement is deemed to be of no force or effect with respect to the services to be provided pursuant to this Order.

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

20. The Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

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

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

Dated: _____, 2024
New York, New York

UNITED STATES BANKRUPTCY JUDGE
JUDGE DAVID S. JONES

RIMON P.C.

Proposed Counsel to the Chapter 7 Trustee
Kenneth P. Silverman
100 Jericho Quadrangle, Suite 300
Jericho, New York 11753
(516) 479-6300
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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re:

Chapter 7

BUTH-NA-BODHAIGE, INC.,

Case No.: 24-10392 (DSJ)

Debtor.

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**DECLARATION OF EVAN GERSHBEIN IN SUPPORT OF
TRUSTEE'S APPLICATION FOR ENTRY OF AN ORDER
APPOINTING KURTZMAN CARSON CONSULTANTS LLC
AS CLAIMS AND NOTICING AGENT FOR THE TRUSTEE**

I, Evan Gershbein, under penalty and perjury declare as follows:

1. I am an Executive Vice President of Kurtzman Carson Consultants LLC ("KCC"), a chapter 7 and 11 administrative services firm whose offices are located at 222 N. Pacific Coast Highway, 3rd Floor, El Segundo, CA 90245. Except as otherwise noted, I have personal knowledge of the matters set forth herein, and if called and sworn as a witness, I could and would testify competently thereto.

2. This Declaration is made in support of the *Trustee's Application for Entry of an Order Appointing Kurtzman Carson Consultants LLC as Claims and Noticing Agent for the Trustee* (the "Application").

3. KCC is comprised of leading industry professionals with significant experience in both the legal and administrative aspects of large, complex chapter 7 and 11 cases. KCC's professionals have experience in noticing, claims administration, solicitation, balloting and

facilitating other administrative aspects of chapter 7 and 11 cases and experience in matters of this size and complexity. KCC's professionals have acted as debtor's counsel, official claims and noticing agent and/or administrative advisor in many large bankruptcy cases in this District and in other districts nationwide. KCC's active and former cases include: *In re Voyager Aviation Holdings, LLC et al.*, Case No. 23-11177 (JPM) (Bankr. S.D.N.Y. July 28, 2023) [ECF No. 36]; *In re Pareteum Corporation, et al.*, Case No. 22-10615 (LGB) (Bankr. S.D.N.Y. May 19, 2022) [ECF No. 43]; *In re Philippine Airlines, Inc.*, Case No. 21-11569 (SCC) (Bankr. S.D.N.Y. Sept. 9, 2021) [ECF No. 46].; *In re MatlinPatterson Global Opportunities Partners II L.P.*, Case No. 21-11255 (DSJ) (Bankr. S.D.N.Y. July 8, 2021) [ECF No. 26]; *In re Garrett Motion Inc.*, Case No. 20-12212 (MEW) (Bankr. S.D.N.Y. Sept. 24, 2020) [ECF No. 76]; *In re Avianca Holdings S.A.*, Case No. 20- 11133 (MG) (Bankr. S.D.N.Y. May 13, 2020) [ECF No. 52]; *In re The McClatchy Company*, Case No. 20-10418 (MEW) (Bankr. S.D.N.Y. Feb. 14, 2020) [ECF No. 71]; *In re The College of New Rochelle*, Case No. 19-23694 (RDD) (Bankr. S.D.N.Y. Sept. 27, 2019) [ECF No. 49]; *In re Windstream Holdings, Inc.*, Case No. 19-22312 (RDD) (Bankr. S.D.N.Y. Feb. 28, 2019) [ECF No. 59]; *In re Waypoint Leasing Holdings Ltd.*, Case No. 18-13648 (DSJ) (Bankr. S.D.N.Y. Nov. 27, 2018) [ECF No. 24]; *In re 21st Century Oncology Holdings, Inc.*, Case No. 17-22770 (RDD) (Bankr. S.D.N.Y. May 26, 2017) [ECF No. 37]; *In re Westinghouse Electric Company LLC*, Case No. 17-10751 (MEW) (Bankr. S.D.N.Y. Mar. 31, 2017) [ECF No. 79]; *In re Sunco Liquidation, Inc., (f/k/a Sungevity, Inc.)*, Case No. 17-10561 (LSS) (Bankr. D. Del. Mar. 15, 2017) [ECF No. 43]; *In re Aquion Energy, Inc.*, Case No. 17-10500 (KJC) (Bankr. D. Del. Mar. 10, 2017) [ECF No. 29]; *In re Eastern Outfitters, LLC*, Case No. 17-10243 (LSS) (Bankr. D. Del. Feb. 8, 2017) [ECF No. 47]; *In re Toisa Limited*, Case No. 17-10184 (SCC) (Bankr. S.D.N.Y. Jan. 31, 2017) [ECF No. 16]; *In re AOG Entertainment, Inc.*,

Case No. 16-11090 (SMB) (Bankr. S.D.N.Y. May 2, 2016) [ECF No. 42]; *In re MPM Silicones, LLC*, Case No. 14- 22503 (RDD) (Bankr. S.D.N.Y. Apr. 15, 2014) [ECF No. 36]; *In re Metro Affiliates, Inc.*, Case No. 13-13591 (SHL) (Bankr. S.D.N.Y. Nov. 7, 2013) [ECF No. 43]; *In re Flat Out Crazy, LLC*, Case No. 13-22094 (RDD) (Bankr. S.D.N.Y. Feb. 21, 2013) [ECF No. 124]; *In re Broadview Networks Holdings, Inc.*, Case No. 12-13581 (SCC) (Bankr. S.D.N.Y. Sept. 14, 2012) [ECF No. 87].

4. As agent and custodian of Court records pursuant to 28 U.S.C. § 156(c), KCC will perform, at the request of the Office of the Clerk of the Bankruptcy Court (the “Clerk”), the services specified in the Application and the Engagement Agreement, and, at the Debtor’s request, any related administrative, technical and support services as specified in the Application and the Engagement Agreement. In performing such services, KCC will charge the Debtor the rates set forth in the Engagement Agreement, which is attached as **Exhibit C** to the Application.

5. KCC represents, among other things, the following:

- a. KCC is not a creditor of the Debtor;
- b. KCC will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as the Claims and Noticing agent in this chapter 7 case;
- c. By accepting employment in this chapter 7, KCC waives any rights to receive compensation from the United States government in connection with this chapter 7 case;
- d. In its capacity as Claims and Noticing Agent in this chapter 7 case, KCC will not be an agent of the United States and will not act on behalf of the United States;
- e. KCC will not employ any past or present employees of the Debtor in connection with its work as the Claims and Noticing Agent in this chapter 7 case;
- f. KCC is a “disinterested person” as that term is defined in section 101(14) of the Bankruptcy Code with respect to the matters upon which it is to be

engaged;

- g. In its capacity as Claims and Noticing Agent in this chapter 7 case, KCC will not intentionally misrepresent any fact to any person;
- h. KCC shall be under the supervision and control of the Clerk's office with respect to the receipt and recordation of claims and claim transfers;
- i. KCC will comply with all requests of the Clerk's office and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c); and
- j. None of the services provided by KCC as Claims and Noticing Agent in this chapter 7 case shall be at the expense of the Clerk's office.

6. To the best of my knowledge, and based solely upon information provided to me by the Trustee, and except as provided herein, neither KCC, nor any employee thereof, has any materially adverse connection to the Debtor, its creditors or other relevant parties. KCC may have relationships with certain of the Debtor's creditors as a vendor or in connection with cases in which KCC serves or has served in a neutral capacity as noticing, claims and balloting agent for another chapter 7 or 11 debtor.

7. KCC personnel may have relationships with some of the Debtor's creditors or other parties-in-interest. However, to the best of my knowledge, such relationships, to the extent they exist, are of a personal nature and completely unrelated to this chapter 7 case. KCC has and will continue to represent clients in matters unrelated to this chapter 7 case. In addition, KCC has had and will continue to have relationships in the ordinary course of its business with certain vendors, professionals and other parties-in-interest that may be involved in the Debtor's case in matters unrelated to this chapter 7 case. KCC may also provide professional services to entities or persons that may be creditors or parties-in-interest in this chapter 7 case, which services do not directly relate to, or have any direct connection with, this chapter 7 case or the Debtor. To the best of my knowledge, neither KCC, nor any employees thereof, represents any interest materially adverse to

the Debtor's estate with respect to any matter upon which KCC is to be engaged.

8. On May 1, 2023, funds affiliated with GCP Capital Partners LLC ("GCP") indirectly acquired a controlling equity interest in KCC (the "Acquisition"). Pursuant to the Acquisition, an indirect, non-controlling, beneficial minority interest in KCC was acquired by funds affiliated with J.P. Morgan Investment Management Inc. ("JPMIM"). GCP is a middle-market private equity investment firm based in New York. GCP has made investments in a number of industries, including tech-enabled business services, payments, and select financials. JPMIM is a U.S. registered investment adviser. Designees of GCP are members of the Board of Managers (the "Board") of KCC's ultimate parent company, KCC Parent LLC ("Parent"). Parent wholly owns KCC Intermediate LLC, which in turn wholly owns KCC Global Administration, LLC, which in turn wholly owns KCC Topco LLC, which in turn wholly owns KCC. One representative of JPMIM is entitled to attend and observe (but not vote) at all meetings of the Board, but no designee of JPMIM is a member of the Board.

9. KCC searched all entities listed in the list of Potential Parties in Interest against an internal database that includes (i) KCC's parent entities, affiliates, and subsidiaries and (ii) GCP, GCP's funds, and each such fund's respective portfolio companies and investments as set forth in the list most recently provided to KCC by GCP. Based solely on the foregoing search, KCC has determined, to the best of its knowledge, that there are no material connections.

10. To the extent KCC learns of any other material connections between the funds or investments included in the above-described conflicts search and the Debtor, KCC will promptly file a supplemental disclosure. In addition, KCC may have had, may currently have, or may in the future have business relationships unrelated to the Debtor with one or more GCP or JPMIM entities including, among others, portfolio companies of GCP.

11. Although the Trustee does not propose to retain KCC under section 327 of the Bankruptcy Code (such retention will be sought by separate application), KCC has nonetheless reviewed its electronic database to determine whether it has any relationships with the entities provided by the Trustee. At this time, we are not aware of any relationship which would present a disqualifying conflict of interest. Should KCC discover any new relevant facts or relationships bearing on the matters described herein during the period of its retention, KCC will use reasonable efforts to file promptly a supplemental declaration. KCC will also comply with all requests of the Clerk's Office and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c).

12. KCC has no contract or relationship with Claim Inc. or with any other party under which KCC will provide exclusive access to claims data and/or under which KCC will be compensated for claims data that is made available by KCC.

13. Based on the foregoing, I believe that KCC is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code.

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 March 21, 2024

s/ Evan Gershbein
Evan Gershbein



KCC AGREEMENT FOR SERVICES

This Agreement is entered into as of the ___ day of March 2024, between Kenneth P. Silverman, Esq., the chapter 7 trustee (the “Trustee”) for the bankruptcy estate of Buth-Na-Bodhaidge, Inc. (the “Debtor”), whose case is pending in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”), and Kurtzman Carson Consultants LLC (together with its affiliates and subcontractors, “KCC”). In consideration of the premises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Terms and Conditions

I. SERVICES

A. KCC agrees to provide the Trustee with consulting services regarding noticing, claims management and reconciliation, plan solicitation, balloting, disbursements and any other services agreed upon by the parties or otherwise required by applicable law, government regulations or court rules or orders.

B. KCC further agrees to provide (i) computer software support and training in the use of the support software, (ii) KCC’s standard reports as well as consulting and programming support for the Trustee requested reports, (iii) program modifications, (iv) data base modifications, and/or (v) other features and services in accordance with the fees outlined in a pricing schedule provided to the Trustee (the “KCC Fee Structure”).

C. Without limiting the generality of the foregoing, KCC may, upon request by the Trustee, (i) provide a communications plan including, but not limited to, preparation of communications materials, dissemination of information and a call center staffed by KCC and/or (ii) provide confidential on-line workspaces or virtual data rooms and publish documents to such workspaces or data rooms (which publication shall not be deemed to violate the confidentiality provisions of this Agreement).

D. The price listed for each service in the KCC Fee Structure represents a bona fide proposal for such services, which may be accepted in whole or in part. Services will be provided when requested by the Trustee or required by applicable law, government regulations or court rules or orders. Services are mutually exclusive and are deemed delivered and accepted by the Trustee when provided by KCC.

E. The Trustee acknowledges and agrees that KCC will often take direction from the Trustee’s representatives, employees, agents and/or professionals (collectively, the “Trustee Parties”) with respect to the services being provided under this Agreement. The parties agree that KCC may rely upon, and the Trustee agrees to be bound by, any requests, advice or information provided by the Trustee Parties to the same extent as if such requests, advice or information were provided by the Trustee. The Trustee agrees and understands that KCC shall not provide the Trustee or any other party with any legal advice.



KCC AGREEMENT FOR SERVICES

II. PRICES, CHARGES AND PAYMENT

A. KCC agrees to charge and the Trustee agrees to pay KCC for its services at the rates and prices set by KCC that are in effect as of the date of this Agreement and in accordance with the KCC Fee Structure. KCC's prices are generally adjusted periodically to reflect changes in the business and economic environment and are inclusive of all charges. KCC reserves the right to reasonably increase its prices, charges and rates; provided, however, that if any such increase exceeds 15%, KCC will give thirty (30) days written notice to the Trustee.

B. In addition to fees and charges for services, the Trustee agrees to pay KCC's reasonable transportation, lodging, and meal expenses incurred in connection with services provided under this Agreement.

C. In addition to all fees for services and expenses hereunder, the Trustee shall pay to KCC (i) any fees and charges related to, arising out of, or as a result of any error or omission made by the Trustee or the Trustee Parties, as mutually determined by KCC and the Trustee, and (ii) all taxes that are applicable to this Agreement or that are measured by payments made under this Agreement and are required to be collected by KCC or paid by KCC to a taxing authority.

D. Where the Trustee requires services that are unusual or beyond the normal business practices of KCC, or are otherwise not provided for in the KCC Fee Structure, the cost of such services shall be charged to the Trustee at a competitive rate.

E. KCC agrees to submit its invoices to the Trustee monthly and the Trustee agrees that the amount invoiced is due and payable upon the Trustee's receipt of the invoice. KCC's invoices will contain reasonably detailed descriptions of charges for both hourly (fees) and non-hourly (expenses) case specific charges. Where total invoice amounts are expected to exceed \$10,000 in any single month and KCC reasonably believes it will not be paid, KCC may require advance payment from the Trustee due and payable upon demand and prior to the performance of services hereunder. If any amount is unpaid as of thirty (30) days from the receipt of the invoice, the Trustee further agrees to pay a late charge, calculated as two and one-half percent (2-1/2%) of the total amount unpaid every thirty (30) days. In the case of a dispute in the invoice amount, the Trustee shall give written notice to KCC within ten (10) days of receipt of the invoice by the Trustee. The undisputed portion of the invoice will remain due and payable immediately upon receipt of the invoice. Late charges shall not accrue on any amounts in dispute or any amounts unable to be paid due to Court order or applicable law. Unless otherwise agreed to in writing, the fees for print notice and media publication (including commissions) must be paid at least three (3) days in advance of those fees and expenses being incurred. Certain fees and charges may need to be adjusted due to availability related to the COVID-19 (novel coronavirus) global health issue.

F. The parties intend that KCC shall be employed pursuant to 28 U.S.C. § 156(c) to the extent possible and otherwise in accordance with applicable Bankruptcy law and that all amounts due under this Agreement shall, to the extent possible, be paid as administrative expenses of the Debtor's chapter 7 estate. As soon as practicable following the parties' execution of this Agreement (and otherwise in accordance with applicable law and rules and orders of the Bankruptcy Court), the Trustee shall cause pleadings to be filed with the Bankruptcy Court seeking entry of an order or orders approving this Agreement (the "Retention Order"). The form and substance of the pleadings and the Retention Order shall be reasonably acceptable to KCC. The parties recognize



KCC AGREEMENT FOR SERVICES

and agree that if there is a conflict between the terms of this Agreement and the terms of the Retention Order, the terms of the Retention Order shall govern.

III. RIGHTS OF OWNERSHIP

A. The parties understand that the software programs and other materials furnished by KCC pursuant to this Agreement and/or developed during the course of this Agreement by KCC are the sole property of KCC. The term "program" shall include, without limitation, data processing programs, specifications, applications, routines, and documentation. The Trustee agrees not to copy or permit others to copy the source code from the support software or any other programs or materials furnished pursuant to this Agreement.

B. The Trustee further agrees that any ideas, concepts, know-how or techniques relating to data processing or KCC's performance of its services developed or utilized during the term of this Agreement by KCC shall be the exclusive property of KCC. Fees and expenses paid by the Trustee do not vest in the Trustee any rights in such property, it being understood that such property is only being made available for the Trustee's use during and in connection with the services provided by KCC under this Agreement.

IV. NON-SOLICITATION

The Trustee agrees that neither it nor its subsidiaries or other affiliated companies shall directly or indirectly solicit for employment, employ or otherwise retain employees of KCC during the term of this Agreement and for a period of twelve (12) months after termination of this Agreement unless KCC provides prior written consent to such solicitation or retention.

V. CONFIDENTIALITY

Each of KCC and the Trustee, on behalf of themselves and their respective employees, agents, professionals and representatives, agrees to keep confidential all non-public records, systems, procedures, software and other information received from the other party in connection with the services provided under this Agreement; provided, however, that if either party reasonably believes that it is required to produce any such information by order of any governmental agency or other regulatory body it may, upon not less than five (5) business days' written notice to the other party, release the required information.

VI. SUSPENSION OF SERVICE AND TERMINATION

A. This Agreement shall remain in force until terminated or suspended by either party (i) upon thirty (30) days' written notice to the other party or (ii) immediately upon written notice for Cause (defined herein). As used herein, the term "Cause" means (i) gross negligence or willful misconduct of KCC that causes serious and material harm to the Debtor's bankruptcy estate, or (ii) the failure of the Trustee to pay KCC invoices for more than sixty (60) days from the date of invoice.

B. In the event that this Agreement is terminated, regardless of the reason for such termination, KCC shall coordinate with the Trustee and, to the extent applicable, the clerk of the Bankruptcy Court, to maintain an orderly transfer of record keeping functions and KCC shall



KCC AGREEMENT FOR SERVICES

provide all necessary staff, services and assistance required for an orderly transfer. The Trustee agrees to pay for such services in accordance with KCC's then existing prices for such services. If such termination occurs following entry of the Retention Order, the Trustee shall immediately seek entry of an order (in form and substance reasonably acceptable to KCC) that discharges KCC from service and responsibility in the Debtor's bankruptcy case.

C. Any data, programs, storage media or other materials furnished by the Trustee to KCC or received by KCC in connection with the services provided under the terms of this Agreement may be retained by KCC until the services provided are paid for, or until this Agreement is terminated with the services paid in full. The Trustee shall remain liable for all fees and expenses imposed under this Agreement as a result of data or physical media maintained or stored by KCC. KCC shall dispose of the data and media in the manner requested by the Trustee. The Trustee agrees to pay KCC for reasonable expenses incurred as a result of the disposition of data or media. If the Trustee has not utilized KCC's services under this Agreement for a period of at least ninety (90) days, KCC may dispose of the data or media, and be reimbursed by the Trustee for the expense of such disposition, after giving the Trustee thirty (30) days' notice. Notwithstanding any term herein to the contrary, following entry of the Retention Order, the disposition of any data or media by KCC shall be in accordance with any applicable instructions from the clerk of the Bankruptcy Court, local Bankruptcy Court rules and orders of the Bankruptcy Court.

VII. SYSTEM IMPROVEMENTS

KCC strives to provide continuous improvements in the quality of service to its clients. KCC, therefore, reserves the right to make changes in operating procedure, operating systems, programming languages, general purpose library programs, application programs, time period of accessibility, types of terminal and other equipment and the KCC data center serving the Trustee, so long as any such changes do not materially interfere with ongoing services provided to the Trustee in connection with the Debtor's chapter 7 case.

VIII. BANK ACCOUNTS

At the Trustee's request and subject to Court approval, KCC may be authorized to establish accounts with financial institutions in the name of and as agent for the Trustee. To the extent that certain financial products are provided to the Trustee pursuant to KCC's agreement with financial institutions, KCC may receive compensation from such financial institutions for the services KCC provides pursuant to such agreement.



KCC AGREEMENT FOR SERVICES

IX. LIMITATIONS OF LIABILITY AND INDEMNIFICATION

A. The Trustee shall indemnify and hold KCC, its affiliates, members, directors, officers, employees, consultants, subcontractors and agents (collectively, the “Indemnified Parties”) harmless, to the fullest extent permitted by applicable law, from and against any and all losses, claims, damages, judgments, liabilities and expenses (including reasonable counsel fees and expenses) (collectively, “Losses”) resulting from, arising out of or related to KCC’s performance under this Agreement. Such indemnification shall exclude Losses resulting from KCC’s gross negligence or willful misconduct. Without limiting the generality of the foregoing, Losses include any liabilities resulting from claims by any third-parties against any Indemnified Party. The Trustee shall notify KCC in writing promptly upon the assertion, threat or commencement of any claim, action, investigation or proceeding that the Trustee becomes aware of with respect to the services provided by KCC under this Agreement. The Trustee’s indemnification obligations hereunder shall survive the termination of this Agreement.

B. Except as provided herein, KCC’s liability to the Trustee or any person making a claim through or under the Trustee for any Losses of any kind, even if KCC has been advised of the possibility of such Losses, whether direct or indirect and unless due to gross negligence or willful misconduct of KCC, shall be limited to the total amount billed or billable to the Trustee for the portion of the particular work which gave rise to the alleged Loss. In no event shall KCC be liable for any indirect, special or consequential damages such as loss of anticipated profits or other economic loss in connection with or arising out of the services provided for in this Agreement. In no event shall KCC’s liability to the Trustee for any Losses, whether direct or indirect, arising out of this Agreement exceed the total amount billed to the Trustee and actually paid to KCC for the services contemplated under the Agreement; provided, however, that this limitation shall not apply to the Trustee during the chapter 7 case.

C. The Trustee is responsible for the accuracy of the programs, data and information it or any Trustee Party submits for processing to KCC and for the output of such information. KCC does not verify information provided by the Trustee and, with respect to the preparation of schedules and statements, all decisions are at the sole discretion and direction of the Trustee. The Trustee reviews and approves all schedules and statements filed on behalf of, or by, the Trustee; KCC bears no responsibility for the accuracy or contents therein. The Trustee agrees to initiate and maintain backup files that would allow the Trustee to regenerate or duplicate all programs and data submitted by the Trustee to KCC.

D. The Trustee agrees that except as expressly set forth herein, KCC makes no representations or warranties, express or implied, including, but not limited to, any implied or express warranty of merchantability, fitness or adequacy for a particular purpose or use, quality, productiveness or capacity.



KCC AGREEMENT FOR SERVICES

X. FORCE MAJEURE

KCC will not be liable for any delay or failure in performance when such delay or failure arises from circumstances beyond its reasonable control, including without limitation acts of God, acts of government in its sovereign or contractual capacity, acts of public enemy or terrorists, acts of civil or military authority, war, riots, civil strife, terrorism, blockades, sabotage, rationing, embargoes, epidemics, pandemics, outbreaks of infectious diseases or any other public health crises, earthquakes, fire, flood, other natural disaster, quarantine or any other employee restrictions, power shortages or failures, utility or communication failure or delays, labor disputes, strikes, or shortages, supply shortages, equipment failures, or software malfunctions.

XI. INDEPENDENT CONTRACTORS

The Trustee and KCC are and shall be independent contractors of each other and no agency, partnership, joint venture or employment relationship shall arise, directly or indirectly, as a result of this Agreement.

XII. NOTICES

All notices and requests in connection with this Agreement shall be given or made upon the respective parties in writing and shall be deemed as given as of the third day following the day it is deposited in the U.S. Mail, postage pre-paid or on the day it is given if sent by facsimile or electronic mail or on the day after the day it is sent if sent by overnight courier to the appropriate address set forth below:

Kurtzman Carson Consultants LLC
222 N. Pacific Coast Highway, 3rd Floor
El Segundo, CA 90245
Attn: Drake D. Foster
Tel: (310) 823-9000
Fax: (310) 823-9133
E-Mail: dfoster@kccllc.com

Rimon P.C.
100 Jericho Quadrangle, Suite 300
Jericho, NY 11753
Attn: Brian Powers
Tel: (516) 479-6300
E-Mail: brian.powers@rimonlaw.com

Or to such other address as the party to receive the notice or request so designates by written notice to the other.

XIII. APPLICABLE LAW

The validity, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

XIV. ENTIRE AGREEMENT/ MODIFICATIONS

Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and further agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings, other agreements, and communications oral and written between the parties relating to the subject matter of this Agreement. The Trustee represents that it has the authority to enter into this Agreement,



KCC AGREEMENT FOR SERVICES

and the Agreement is non-dischargeable under any applicable statute or law. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby. This Agreement may be modified only by a written instrument duly executed by an authorized representative of the Trustee and an officer of KCC.

XV. COUNTERPARTS; EFFECTIVENESS

This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. This Agreement will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, which delivery may be made by exchange of copies of the signature page by facsimile or electronic mail.

XVI. ASSIGNMENT

This Agreement and the rights and duties hereunder shall not be assignable by the parties hereto except upon written consent of the other, with the exception that this Agreement can be assigned without written consent by KCC to a wholly-owned subsidiary or affiliate of KCC.

XVII. ATTORNEYS' FEES

In the event that any legal action, including an action for declaratory relief, is brought to enforce the performance or interpret the provisions of this Agreement, the parties agree to reimburse the prevailing party's reasonable attorneys' fees, court costs, and all other related expenses, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which the prevailing party may be entitled.

[SIGNATURE PAGE FOLLOWS]



KCC AGREEMENT FOR SERVICES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the first date mentioned above.

Kurtzman Carson Consultants LLC

DocuSigned by:
Evan J. Gershbein
41878E97BE7747D

BY: Evan Gershbein DATE: 29-Mar-2024 | 4:56:51 PM EDT
TITLE: EVP, Corporate Restructuring Services

Kenneth P. Silverman, Esq.

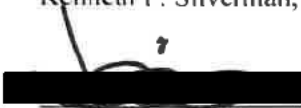
 3/29/24
BY: Kenneth P. Silverman, Esq. DATE:
TITLE: The Chapter 7 Trustee

Exhibit A



Fee Structure

Consulting Services & Rates ¹	
Position	Hourly Rate
Analyst	\$25.50 - \$51.00
<p>The Analyst processes incoming mail, including proofs of claim, ballots, creditor correspondence and returned mail. Also assists with the generation of mailing services.</p>	
Technology/Programming Consultant ²	\$29.75 - \$80.75
<p>The Technology/Programming Consultant assists with complex system requests, including unique claim/ballot reporting and custom website updates.</p>	
Consultant/Senior Consultant/Director	\$55.25 - \$204.00
<p>The Consultant is the day-to-day contact for mailings, including the preparation and filing of affidavits of service (a critical due process component). He/she also responds to creditor and counsel inquiries, maintains the public access website, identifies actionable pleadings (i.e., claims objections, notices of transfer, withdrawals, etc.) and updates the official claims register. KCC's Consultants average over six years of experience.</p> <p>The Senior Consultant manages the various data collection processes required by the chapter 11 process. This includes, among other things, compiling the creditor matrix and Schedules/SOFAs (and generating drafts of same for counsel and advisors), reviewing and processing claims, overseeing contract review, overseeing all mailings and generating custom claim and ballot reports. KCC's Senior Consultants average over seven years of experience.</p> <p>The Director is the primary contact for the company, counsel and other professionals and oversees and supports the entirety of an engagement. KCC's Directors average over twelve years of experience and are generally former practitioners.</p>	
Securities/Solicitation Consultant	\$208.25
<p>The Securities Director/Solicitation Consultant is the day-to-day contact and acts as advisor on transactions including balloting with treatment election, rights offers, exchange offers and complex plan distributions. This position handles service of related materials to banks, brokers and agents and manages tabulation and audit processes, preparing detailed reporting of results. In addition, the Solicitation Consultant provides support on all voting, tabulation, Schedule and SOFA services and other additional complex consulting tasks.</p>	
Securities Director/Solicitation Lead	\$212.50
<p>The Solicitation Lead/Securities Director oversees all activities of the group and provides counsel with respect to solicitation and noticing events ensuring that processes employed are effective and practical for securities depositories, bank, brokers, nominees and their agents. In addition, the Solicitation Lead provides counsel on all voting, tabulation, Schedule and SOFA services and other additional complex consulting tasks.</p>	
Weekend, holidays and overtime	Waived

¹ Please note that additional professional services not covered by this proposal will be charged at hourly rates, including any outsourced services performed under our supervision and control.

² Certain technology development fees may be applicable.



Fee Structure

Printing Services & Noticing Services	
Printing	\$0.10 per image (volume discounts apply)
Document folding and inserting	Waived
Envelopes	Varies by size
E-mail noticing	Waived ³
Fax noticing	\$0.05 per page
Public Securities Events	Varies by Event
Claim Acknowledgement Card	Waived
Insert creditor information into customized documents	Waived
Newspaper and legal notice publishing	Quote prior to publishing
Claims Administration & Management Expenses	
License fee and data storage	\$0.10 per record per month
Database and system access (unlimited users)	Waived
Custom client reports	Waived
Access to KCC CaseView (secure, password protected)	Waived
<ul style="list-style-type: none"> • Proprietary, secured, password protected portal for unlimited users • Comprehensive case data, including extensive real time analytics on claim, solicitation and processing information • Functionality to run or request customized reports summarizing case analytics 	
KCC eServices	
Case website set up & hosting	Waived
Automated updates of case docket and claims register	Waived
Online claims filing (ePOC)	Waived
Document Management/Imaging	
Electronic imaging (scanning & bar coding)	\$0.10 per imaged page
Virtual Data Room	Quote prior to VDR set-up
CD-ROMS (mass document storage)	Varies upon requirements

³ A set-up fee for email services larger than 50 parties may apply. This set-up fee varies depending on the total number of parties.



Fee Structure

Call Center Support Services	
Case-specific voice-mail box for creditors	Waived
Interactive Voice Response ("IVR")	Set-up and per minute fee waived
Monthly maintenance charge	Waived
Management of Call Center	Standard hourly rates
Disbursements	
Check issuance	Quote prior to printing
W-9 mailing and maintenance of TIN database	See hourly rates and noticing charges