

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

FEE APPLICATION COVER SHEET FOR COMBINED MONTHLY AND FINAL FEE APPLICATION OF KURTZMAN CARSON CONSULTANTS, LLC DBA VERITA GLOBAL FOR ALLOWANCE OF COMPENSATION FOR PROFESSIONAL SERVICES RENDERED AND FOR REIMBURSEMENT OF ACTUAL AND NECESSARY EXPENSES INCURRED DURING (I) THE MONTHLY FEE PERIOD FROM JUNE 1, 2024 THROUGH JUNE 13, 2024 AND (II) THE FINAL FEE PERIOD FROM FEBRUARY 28, 2024 THROUGH JUNE 13, 2024

In re Thrasio Holdings, Inc., *et al.*¹

Applicant: Kurtzman Carson Consultants, LLC, dba Verita Global, Administrative Advisor to the Debtors and Debtors in Possession

Case No. 24-11840 (CMG)
(Jointly Administered)

Client: Debtors and Debtors in Possession

Chapter 11

Case Filed: February 28, 2024

COMPLETION AND SIGNING OF THIS FORM CONSTITUTES A CERTIFICATION UNDER PENALTY OF PERJURY PURSUANT TO 28 U.S.C. § 1746.

RETENTION ORDER ATTACHED.

/s/ Sarah Harbuck August 2, 2024

SARAH HARBUCK Date
Assistant General Counsel
Kurtzman Carson Consultants, LLC
dba Verita Global

¹ The last four digits of Debtor Thrasio Holdings, Inc.’s tax identification number are 8327. A complete list of the Debtors in these chapter 11 cases and each such Debtor’s tax identification number may be obtained on the website of the Debtors’ proposed claims and noticing agent at <https://www.veritaglobal.net/Thrasio>. The Debtors’ service address for purposes of these chapter 11 cases is 85 West Street, 3rd Floor, Walpole, MA, 02081.



**SECTION I
FEE SUMMARY**

Combined Monthly and Final Fee Application Covering the Periods:

Monthly: June 1, 2024 through and including June 13, 2024 (the “Monthly Fee Period”)

Final: February 28, 2024 through and including June 13, 2024 (the “Final Fee Period”)

Summary of Amounts Requested for Previous Periods

Total Previous Fees and Expenses Requested:	\$256,225.20
Total Fees and Expenses Allowed to Date:	\$165,338.56
Total Retainer Remaining:	\$100,000.00
Total Holdback:	\$51,245.04
Total Received by Applicant:	\$165,338.56
Total Current Fee Application:	\$317,236.85 ²

SUMMARY BY TIMEKEEPER FOR THE MONTHLY FEE PERIOD

PROFESSIONAL	HOURS	RATE	TOTAL FEES
Adam Gorman	28.3	\$ 270.00	\$ 7,641.00
Ashely Kuarsingh	8.7	\$ 254.50	\$ 2,214.15
Bianca Barrera	0.9	\$ 252.50	\$ 227.25
Diana Mauricio	0.7	\$ 252.50	\$ 176.75
Hannah Bussey	0.5	\$ 252.50	\$ 126.25
Isabel Padilla	0.7	\$ 252.50	\$ 176.75
Jacqueline Conklin	0.7	\$ 257.50	\$ 180.25
James Lee	58.6	\$ 270.00	\$ 15,822.00
Jennifer Ngo	61.4	\$ 270.00	\$ 16,578.00
Joe Morrow	1.3	\$ 270.00	\$ 351.00
Kevin Martin	47.1	\$ 270.00	\$ 12,717.00
Luis Rios	0.7	\$ 252.50	\$ 176.75
Matthew Canty	0.4	\$ 252.50	\$ 101.00
Mikayla Cleary	0.1	\$ 252.50	\$ 25.25
Sonia Zapien-Zelaya	0.7	\$ 252.50	\$ 176.75
Sumesh Srivastava	2.6	\$ 257.50	\$ 669.50
Thomas Peterson	0.4	\$ 252.50	\$ 101.00
Yun Kyung Yu	13.4	\$ 265.00	\$ 3,551.00
TOTAL	227.2		\$ 61,011.65

SUMMARY BY PROJECT CATEGORY FOR THE MONTHLY FEE PERIOD

Project Category	Hours	Total Fees
Solicitation	63.9	\$16,920.65
Disbursement	163.3	\$44,091.00
TOTAL	227.2	\$61,011.65

² This amount includes all fees previous requested plus an additional \$61,011.65 on account of fees incurred during the Monthly Fee Period.

SUMMARY BY TIMEKEEPER FOR THE FINAL FEE PERIOD

PROFESSIONAL	HOURS	RATE	TOTAL FEES
Adam Gorman	158.7	\$ 270.00	\$ 42,849.00
Alejandro Guerra	1.4	\$ 254.50	\$ 356.30
Ana Garcia	32.1	\$ 252.50	\$ 8,105.25
Andrew Henchen	1.0	\$ 257.50	\$ 257.50
Ashely Kuarsingh	8.7	\$ 254.50	\$ 2,214.15
Bianca Barrera	56.4	\$ 252.50	\$ 14,241.00
Diana Mauricio	48.9	\$ 252.50	\$ 12,347.25
Hannah Bussey	45.5	\$ 252.50	\$ 11,488.75
Isabel Padilla	72.5	\$ 252.50	\$ 18,306.25
Jacqueline Conklin	5.9	\$ 264.11	\$ 1,558.25
James Lee	59.7	\$ 270.00	\$ 16,119.00
Jennifer Ngo	61.4	\$ 270.00	\$ 16,578.00
Joe Morrow	10.5	\$ 270.00	\$ 2,835.00
Kevin Martin	47.1	\$ 270.00	\$ 12,717.00
Leanne Scott	0.2	\$ 270.00	\$ 54.00
Luis Rios	31.3	\$ 252.50	\$ 7,903.25
Marina Khan	7.4	\$ 254.50	\$ 1,883.30
Matthew Canty	66.8	\$ 252.50	\$ 16,867.00
Michael Villa	15.4	\$ 254.50	\$ 3,919.30
Mikayla Cleary	63.0	\$ 252.50	\$ 15,907.50
Patrick Morrow	9.9	\$ 270.00	\$ 2,673.00
Rigoberto Lopez	76.1	\$ 252.50	\$ 19,215.25
Ronaldo LizarragaAngulo	4.9	\$ 254.50	\$ 1,247.05
Rossmery Martinez	1.8	\$ 265.00	\$ 477.00
Saul Mendez	3.5	\$ 254.50	\$ 890.75
Sonia Zapien-Zelaya	66.1	\$ 252.50	\$ 16,690.25
Sumesh Srivastava	125.0	\$ 257.50	\$ 32,187.50
Susan Yu	35.0	\$ 257.50	\$ 9,012.50
Thomas Peterson	44.6	\$ 252.50	\$ 11,261.50
Vanessa Triana	24.7	\$ 260.00	\$ 6,422.00
Yun Kyung Yu	40.2	\$ 265.00	\$ 10,653.00
TOTAL	1,225.7		\$317,236.85

SUMMARY BY PROJECT CATEGORY FOR THE FINAL FEE PERIOD

Project Category	Hours	Total Fees
Contract Review	809.8	\$206,673.20
Solicitation	252.6	\$66,472.65
Disbursement	163.3	\$44,091.00
TOTAL	1,225.7	\$317,236.85

**SECTION II
CASE HISTORY**

- (1) Date cases filed: February 28, 2024
- (2) Chapter under which case commenced: Chapter 11
- (3) Date of retention: May 13, 2024, *nunc pro tunc* to February 28, 2024. See **Exhibit A**.

If limit on number of hours or other limitations to retention, set forth: n/a

- (4) Summarize in brief the benefits to the estate and attach supplements as needed:³
 - (a) Applicant assisted the Debtors with the following:

- Contract Review: Applicant assisted the Debtors and their professionals by reviewing over 5,000 contracts for information to be included in the Debtors' Schedule G.
- Solicitation: Applicant assisted the Debtors and their professionals with their solicitation by reviewing and preparing solicitation documents, preparing balloting data, setting up Verita systems for solicitation. Additionally Verita updated the voting amount spreadsheet, reviewed ballots, prepared ballot reports, and reviewed inquiries regarding the solicitation process. Verita professionals also prepared the voting report and voting declaration, and attended the confirmation hearing.
- Disbursement: The Verita public securities team assisted the Debtors and their professionals with Plan Distributions of new equity, first-out take back debt facility, and second-out take-back debt facility. This included frequent communication with the First Lien and DIP Facility Claimants regarding registration forms, supporting documentation, distribution mechanics, timelines, and status. Additionally, Verita gathered, organized, reviewed, and processed registration forms, supporting documentation and registration data, coordinated curing of registration deficiencies, prepared registration reports and new common stock and tack-back facility registers, and performed quality assurance related thereto. Verita worked with the Debtors' professionals to finalize the calculations of new securities and prepared the necessary issuance files for the new agents.

- (b) The Applicant rendered all other services set forth on the invoices attached hereto as **Exhibit B**.⁴

- (5) Anticipated distribution to creditors:

³ The following summary is intended to highlight the general categories of services the Applicant rendered on behalf of the Debtors and for the benefit of the estates; it is not intended to itemize each and every professional service which the Applicant performed.

⁴ The invoices attached hereto as Exhibit **B** contain detailed descriptions of the services rendered and expenses incurred by the Applicant during the Compensation Period.

- (a) Administrative expense: Paid in full.
 - (b) Secured creditors: To be paid in accordance with the *First Amended Joint Plan of Reorganization of Thrasio Holdings, Inc. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code (Further Technical Modifications)* (the "Plan") [Docket No. 112].
 - (c) Priority creditors: To be paid in accordance with the Plan.
 - (d) General unsecured creditors: To be paid in accordance with the Plan.
- (6) Final disposition of case and percentage of dividend paid to creditors: Distributions to creditors will be made in accordance with the Plan.
- (7) This is the final fee statement.

KURTZMAN CARSON CONSULTANTS, LLC DBA VERITA GLOBAL
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*Administrative Advisor to the Debtors
and Debtors in Possession*

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

In re Thrasio Holdings, Inc., *et al.*¹

Applicant: Kurtzman Carson Consultants,
LLC, dba Verita Global, Administrative
Advisor to the Debtors and Debtors in
Possession

Case No. 24-11840 (CMG)
(Jointly Administered)

Client: Debtors and Debtors in Possession

Chapter 11

Case Filed: February 28, 2024

**COMBINED MONTHLY AND FINAL APPLICATION OF KURTZMAN
CARSON CONSULTANTS, LLC DBA VERITA GLOBAL FOR ALLOWANCE
OF COMPENSATION FOR PROFESSIONAL SERVICES RENDERED AND
FOR REIMBURSEMENT OF ACTUAL AND NECESSARY EXPENSES
INCURRED DURING (I) THE MONTHLY FEE PERIOD FROM
JUNE 1, 2024 THROUGH JUNE 13, 2024 AND (II) THE FINAL
FEE PERIOD FROM FEBRUARY 28, 2024 THROUGH JUNE 13, 2024**

**TO: HONORABLE JOHN K. SHERWOOD
UNITED STATES BANKRUPTCY JUDGE**

Pursuant to sections 327, 330 and 331 of title 11 of the United States Code, §§ 101-1532 (the “Bankruptcy Code”), Rule 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rule 2016-1 of the Local Bankruptcy Rules for the District of New Jersey (the “Local Rules”), Kurtzman Carson Consultants, LLC dba Verita Global (“Verita”),

¹ The last four digits of Debtor Thrasio Holdings, Inc.’s tax identification number are 8327. A complete list of the Debtors in these chapter 11 cases and each such Debtor’s tax identification number may be obtained on the website of the Debtors’ proposed claims and noticing agent at <https://www.veritaglobal.net/Thrasio>. The Debtors’ service address for purposes of these chapter 11 cases is 85 West Street, 3rd Floor, Walpole, MA, 02081.

administrative advisor for the above-captioned debtors and debtors-in-possession (collectively, the “Debtors”), hereby submits its combined monthly and final fee application (this “Fee Application”) for (a) allowance of compensation for professional services provided in the amount of \$61,011.65 for the period from June 1, 2024 through and including June 13, 2024 (the “Monthly Fee Period”) and (b) final allowance of compensation for professional services in the amount of \$317,236.85 for the period from February 28, 2024 through June 13, 2024 (the “Final Fee Period”).

In support of this Fee Application, Verita represents as follows:

JURISDICTION

1. The United States Bankruptcy Court for the District of New Jersey (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the Standing Order of Reference to the Bankruptcy Court Under Title 11 dated as of September 18, 2012. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2).

2. Venue in this Court is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

BACKGROUND

3. On February 28, 2024 (the “Petition Date”), the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code.

4. On the Petition Date, the Debtors filed an application to employ Verita as its claims and noticing agent (in such capacity, the “Claims and Noticing Agent”) pursuant to 28 U.S.C. § 156(c) [Docket No. 11] (the “Section 156(c) Application”), which was approved by the Court March 1, 2024 [Docket No. 65] (the “Section 156(c) Order”).

5. Given that the administration of these chapter 11 cases would require Verita to perform duties outside the scope of 28 U.S.C. § 156(c), the Debtors supplemented the Section 156(c) Application with an application to retain Verita to perform certain services as the Debtors’ administrative advisor in these chapter 11 cases (in such capacity, the “Administrative Advisor”).

Accordingly, on April 1, 2024, the Debtors filed the *Debtors' Application Authorizing the Debtors to Employ and Retain Kurtzman Carson Consultants LLC as Administrative Advisor Effective as of the Petition Date* [Docket No. 277]. On May 13, 2024, the Court entered the *Order Authorizing the Debtors to Employ and Retain Kurtzman Carson Consultants LLC as Administrative Advisor Effective as of the Petition Date* [Docket No. 747] (the "Retention Order"). The Retention Order authorized the Debtors to compensate Verita in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any other applicable procedures and orders of the Court.

6. The Retention Order authorizes Verita to provide the following services:
 - (a) assist with, among other things, solicitation, balloting, and tabulation of votes, and prepare any related reports, as required in support of confirmation of a chapter 11 plan, and in connection with such services, process requests for documents from parties in interest, including, if applicable, brokerage firms, bank back-offices, and institutional holders;
 - (b) prepare an official ballot certification and, if necessary, testify in support of the ballot tabulation results;
 - (c) assist with the preparation of the Debtors' schedules of assets and liabilities and statements of financial affairs and gather data in conjunction therewith;
 - (d) provide a confidential data room, if requested;
 - (e) manage and coordinate any distributions pursuant to a chapter 11 plan; and
 - (f) provide such other processing, solicitation, balloting, and administrative services described in the Services Agreement, but not included in the Section 156(c) Order, as may be requested from time to time by the Debtors, this Court, or the Clerk of this Court.

7. The amounts sought in this Application do not include any fees that may be payable by the Debtors for services provided by Verita under the Section 156(c) Order. Procedures for the payment of such fees and disbursements are separately addressed in the Section 156(c) Order. Additionally, no fees and disbursements for services provided to the Debtors under the Retention Order are or will be sought to be paid under the Section 156(c) Order.

8. On April 4, 2024, the Court entered the *Administrative Fee Order Establishing Procedures for the Allowance and Payment of Interim Compensation and Reimbursement of Professionals Retained by Order of this Court* [Docket No. 290] (the “Interim Compensation Order”). Pursuant to the Interim Compensation Order, Professionals (as defined therein), are authorized to be paid eighty (80%) percent of fees and one-hundred (100%) percent of expenses requested in monthly fee statements that are to be filed with the Court, subject to a fourteen-day objection deadline. The Interim Compensation Order further provides that at four-month intervals or such other intervals directed by the Court, Professionals (as defined therein) may file interim applications for allowance of compensation and reimbursement of expenses of the amount sought in the monthly fee statements, including the twenty (20%) percent holdback, pursuant to section 331 of the Bankruptcy Code.

9. On June 13, 2024, the Court entered the *Findings of Fact, Conclusions of Law, and Order Confirming the First Amended Joint Chapter 11 Plan of Reorganization of Thrasio Holdings, Inc. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 1124].

10. As disclosed in the *Declaration of Evan J. Gershbein in Support of the Debtors’ Application Authorizing the Debtors to Employ and Retain Kurtzman Carson Consultants LLC as Administrative Advisor Effective as of the Petition Date* [Docket No. 277, Exhibit B], Verita does not have any materially adverse connection to the Debtors, their creditors or other relevant parties and is a disinterested person as that term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code. Verita may have rendered and may continue to render services to certain of these creditors in matters unrelated to the chapter 11 cases, either

as vendors or in cases where Verita serves in a neutral capacity as a bankruptcy claims and noticing agent or class action settlement administrator.

11. Certain former employees of Kirkland & Ellis LLP ("K&E"), counsel to the Debtors, currently are employed by Verita. Albert Kass, Verita's Senior Executive Vice President of Corporate Restructuring Services, is a former K&E associate. Beth Friedman, a Senior Director with Verita's Corporate Restructuring Services, is a former K&E Restructuring Department Coordinator. Adam Gorman, a Director with Verita's Corporate Restructuring Services, is a former K&E project assistant. None of these employees' work at K&E was related to the Debtors or these chapter 11 cases.

12. On May 1, 2023, funds affiliated with GCP Capital Partners LLC ("GCP") indirectly acquired a controlling equity interest in Verita (the "Acquisition"). Pursuant to the Acquisition, an indirect, non-controlling, beneficial minority interest in Verita 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 Verita's ultimate parent company, KCC Parent LLC ("Parent"). Parent wholly owns Verita Intermediate LLC, which in turn wholly owns Verita Global, LLC, which in turn wholly owns KCC Topco LLC, which in turn wholly owns Verita. 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.

13. Verita searched all entities listed in the list of Potential Parties in Interest against an internal database that includes (i) Verita'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 Verita by GCP. Based solely on the foregoing search, Verita has determined, to the best of its knowledge, that there are no material connections. Certain JP Morgan Chase & Co. entities are included in the list of Potential Parties in Interest. There are information barriers between JPMIM and the line of business where JPMorgan Chase & Co. may be associated with the Debtors.

14. All services for which compensation is requested by Verita were performed on behalf of the Debtors.

DISCLOSURE OF COMPENSATION AND REQUESTED AWARD

15. By this Fee Application, Verita requests (a) an award of compensation for professional services provided in the amount of \$61,011.65 for the Monthly Fee Period; (b) a final award of compensation for professional services in the amount of \$317,236.85 for the Final Fee Period; and (c) payment of \$151,898.29, which, as of the date hereof, is the total amount of fees for services rendered during the Final Fee Period for which Verita has not yet been paid.

16. Verita prepared monthly fee applications as filed with this Court at Docket Nos. 983, 1954 and 1957 (each a "Monthly Fee Statement," and collectively, the "Monthly Fee Statements") for the months of February 2024 through May 2024. The Monthly Fee Statements sought approval of fees in the aggregate amount of \$256,225.20 and expenses in the aggregate amount of \$0.00.

17. In addition, Verita incurred fees in the amount of \$61,011.65 for the period of June 1, 2024 through June 13, 2024. Verita has not filed a monthly fee application for such amounts and hereby requests allowance and approval of payment of such amounts.

18. The amount of time spent by each employee providing services to the Debtors for

the Final Fee Period is detailed in line item listings of time entries and descriptive detail set forth herein and in the invoices attached to the Monthly Fee Statements. These are Verita's normal hourly rates of compensation for work of this character. The reasonable value of the services rendered by Verita for the Final Fee Period as Administrative Advisor to the Debtors in these chapter 11 cases is \$317,236.85. Verita is not seeking reimbursement for any expenses in this Fee Application. Verita professionals expended 1,225.7 hours of work during the Final Fee Period at a blended hourly rate of \$258.82.

19. This Application is Verita's final request for compensation for services rendered and reimbursement of expenses incurred as administrative advisor to the Debtors.

SUMMARY OF PROFESSIONAL SERVICES²

20. During the Final Fee Period, Verita's professionals spent 809.8 hours assisting the Debtors and their professionals with reviewing over 5,000 contracts for information to be included in the Debtors' Schedule G.

21. Verita professionals additionally spent 252.6 hours assisting the Debtors and their professionals with the Debtors' solicitation, including reviewing and commenting on the Debtors' draft solicitation documents preparing balloting data, setting up Verita systems for solicitation. Additionally Verita updated the voting amount spreadsheet, reviewed ballots, prepared ballot reports, and reviewed inquiries regarding the solicitation process. Verita professionals also prepared the voting report and voting declaration and attended the confirmation hearing.

22. The Verita public securities team professionals spent 163.3 hours assisting the Debtors and their professionals with Plan Distributions of new equity, first-out take back debt

² This summary of services rendered during the Final Fee Period is not intended to be a detailed or exhaustive description of the work performed by Verita. More detailed descriptions of the work performed in the Final Fee Period, categorized by subject matter, and those day-to-day services and the time expended in performing such services are set forth in the detailed time records attached hereto as **Exhibit B**.

facility, and second-out take-back debt facility. This included frequent communication with the First Lien and DIP Facility Claimants regarding registration forms, supporting documentation, distribution mechanics, timelines, and status. Additionally, Verita gathered, organized, reviewed, and processed registration forms, supporting documentation and registration data, coordinated curing of registration deficiencies, prepared registration reports and new common stock and tack-back facility registers, and performed quality assurance related thereto. Verita worked with the Debtors' professionals to finalize the calculations of new securities, and prepared the necessary issuance files for the new agents.

23. Verita believes that the time entries included in **Exhibit B** are in compliance with the requirements of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any other applicable procedures and orders of the Court.

24. In accordance with the factors enumerated in section 330 of the Bankruptcy Code, Verita submits that the amount requested is fair and reasonable given (a) the complexity of these cases, (b) the time expended, (c) the nature and extent of services rendered, (d) the value of such services, and (e) the costs of comparable services other than in a case under this title.

BASIS FOR RELIEF

25. Section 331 of the Bankruptcy Code provides for interim compensation of professionals and incorporates the substantive standards of section 330 of the Bankruptcy Code to govern the Court's award of such compensation. Section 330 of the Bankruptcy Code provides that a court may award a professional employed under section 327 of the Bankruptcy Code "reasonable compensation for actual, necessary services rendered . . . and reimbursement for actual, necessary expenses." 11 U.S.C. § 327.

26. Section 330 of the Bankruptcy Code contains two separate criteria, and before

determining the reasonableness of the services rendered, the Court must make a threshold inquiry into its necessity. See *In re Engle*, 190 B.R. 206, 209 (Bankr. D.N.J. 1995); see also *In re Fleming Cos.*, 304 B.R. 85, 89 (D. Del. 2003) (discussing a two-tiered approach to determine whether compensation should be allowed—first “the court must be satisfied that the attorney performed actual and necessary services” and second, “the court must assess a reasonable value for those services.”). The majority of courts that have interpreted section 330 of the Bankruptcy Code have held that an element of whether such services are “necessary” is whether they benefitted the bankruptcy estate. *Engel*, 190 B.R. at 209. Further, the test for determining necessity is objective, focusing on what services a reasonable lawyer would have performed under the same circumstances. See *In re APW Enclosure Sys., Inc.*, No. 06-11378 (MFW), 2007 WL 3112414, at *3 (Bankr. D. Del. 2007) (citing *In re Ames Dep’t Stores, Inc.*, 76 F.3d 66, 72 (2d Cir. 1996)). This test does not rely on hindsight to determine the ultimate success or failure of the attorneys’ actions. See *id.* (citing *Keate v. Miller (In re Kohl)*, 95 F.3d 713, 714 (8th Cir. 1996)).

27. Once the Court determines that the services were necessary, it also assesses the reasonable value of the services. See 11 U.S.C. § 330(a)(3). Specifically, section 330(a)(3) of the Bankruptcy Code sets forth the criteria for the award of such compensation and reimbursement. In determining the amount of reasonable compensation to be awarded, the Court should consider the nature, extent, and the value of such services, taking into account all relevant factors, including:

- a. the time spent on such services;
- b. the rates charged for such services;
- c. whether the services were necessary to the administration of, or beneficial at the time at which the service was rendered toward the completion of, a case under this title;

- d. whether the services were performed within a reasonable amount of time commensurate with the complexity, importance and nature of the problem, issue, or task addressed;
- e. with respect to a professional person, whether the person is board certified or otherwise has demonstrated skill and experience in the bankruptcy field; and
- f. whether the compensation is reasonable based on the customary compensation charged by comparably skilled practitioners in cases other than cases under this title.

11 U.S.C. § 330(a)(3).

28. In determining the reasonableness of fees, courts in this Circuit routinely “employ the twelve factors set forth in *Johnson v. GA Highway Express, Inc.*, 488 F.2d 714, 717-19 (5th Cir. 1974).” *Staino v. Cain (In re Lan Assocs. XI, L.P.)*, 192 F.3d 109, 123 (3d Cir. 1999). These factors include: (i) the time and labor required; (ii) the novelty and difficulty of the questions involved; (iii) the skill required to perform the legal service properly; (iv) the preclusion of employment by the attorney due to acceptance of the case; (v) the customary fee charged; (vi) whether the fee is fixed or contingent; (vii) time limitations imposed by the client or the circumstances; (viii) the amount involved and the results obtained; (ix) the experience, reputation and ability of the attorneys; (x) the undesirability of the case; (xi) the nature and length of the professional relationship with the client; and (xii) awards in similar cases. *Id.* at 123 n.8.

29. In the instant case, Verita respectfully submits that the services for which it seeks compensation in this Fee Application were necessary for and beneficial to the Debtors during the pendency of these chapter 11 cases. Verita respectfully submits that the services rendered to the Debtors were performed economically, effectively and efficiently and the results obtained have

benefited not only the Debtors, but also creditors and parties in interest as a whole. Verita further submits that the compensation requested herein is reasonable in light of the nature, extent and value of such services to the Debtors.

30. In sum, the services rendered by Verita were necessary and beneficial to the Debtors' estates and were consistently performed in a timely manner commensurate with the complexity, importance, novelty and nature of the issues involved. Accordingly, approval of the compensation sought herein is warranted.

CONCLUSION

31. The administrative services summarized by this Fee Application and rendered by Verita to the Debtors during the Final Fee Period were substantial, professional, and beneficial to the Debtors.

32. As demonstrated throughout this Fee Application, the other factors typically considered in determining compensation – including complexity, results achieved, special expertise, magnitude of the matter, and professional standing – all militate toward the conclusion that the amount of compensation requested by Verita is necessary, fair, and reasonable.

33. All services for which compensation is sought were performed for and on behalf of the Debtors. Verita is charging its standard hourly rate for professionals performing services. Verita has not entered into any agreement, express or implied, with any other party in interest for the purpose of fixing or sharing fees or other compensation to be paid for professional services rendered in these chapter 11 cases.

WHEREFORE, Verita respectfully requests that this Court enter an order: (a) awarding compensation for professional services provided in the amount of \$61,011.65 for the Monthly Fee Period; (b) awarding compensation for professional services in the amount of \$317,236.85 for the Final Fee Period; (c) authorizing payment of \$151,898.29, which, as of the date hereof, is the total amount of fees for services rendered during the Final Fee Period for which Verita has not yet been paid; and (d) granting such other and further relief as this Court deems just and proper.

Dated: August 2, 2024
El Segundo, California

/s/ Sarah Harbuck August 2, 2024
SARAH HARBUCK Date
Assistant General Counsel
Kurzman Carson Consultants,
LLC dba Verita Global

Exhibit A

Retention Order



Order Filed on May 13, 2024
by Clerk
U.S. Bankruptcy Court
District of New Jersey

Caption in Compliance with D.N.J. LBR 9004-1(b)

UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY
In re: THRASIO HOLDINGS, INC., <i>et al.</i> , Debtors. ¹

Chapter 11
Case No. 24-11840 (CMG)
(Jointly Administered)

**ORDER AUTHORIZING THE DEBTORS
TO EMPLOY AND RETAIN KURTZMAN CARSON CONSULTANTS LLC
AS ADMINISTRATIVE ADVISOR EFFECTIVE AS OF THE PETITION DATE**

The relief set forth on the following pages, numbered three (3) through eight (8), is
ORDERED.

DATED: May 13, 2024



Honorable Christine M. Gravelle
United States Bankruptcy Judge

¹ The last four digits of Debtor Thrasio Holdings, Inc.’s tax identification number are 8327. A complete list of the Debtors in these chapter 11 cases and each such Debtor’s tax identification number may be obtained on the website of the Debtors’ claims and noticing agent at <https://www.kccllc.net/Thrasio>. The Debtors’ service address for purposes of these chapter 11 cases is 85 West Street, 3rd Floor, Walpole, MA, 02081.



Caption in Compliance with D.N.J. LBR 9004-1(b)

**KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP**

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Proposed Co-Counsel to the Debtors and Debtors in Possession

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Debtors: THRASIO HOLDINGS, INC., *et al.*
Case No. 24-11840 (CMG)
Caption of Order: ORDER AUTHORIZING THE DEBTORS TO EMPLOY AND RETAIN KURTZMAN CARSON CONSULTANTS LLC AS ADMINISTRATIVE ADVISOR EFFECTIVE AS OF THE PETITION DATE

Upon the *Debtors' Application Authorizing the Debtors to Employ and Retain Kurtzman Carson Consultants LLC as Administrative Advisor Effective as of the Petition Date* (the "Application")² of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an order (this "Order") granting the employment and retention of Kurtzman Carson Consultants LLC ("KCC") as administrative advisor ("Administrative Advisor") effective as of February 28, 2024 (the "Petition Date") pursuant to section 327(a) of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016, and Local Rules 2014-1 and 2016-1 all as more fully described in the Application; and upon the Gershbein Declaration; and upon the First Day Declaration; and the Court having jurisdiction to consider the Application and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on September 18, 2012 (Simandle, C.J.); and this 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 Court having found that sufficient cause exists for the relief set forth herein; and this Court having found that the Debtors' notice of the Application was appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Application; and this Court having determined that the legal and factual bases set forth in the Application establish just cause for the relief granted herein; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor **IT IS HEREBY ORDERED THAT:**

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

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Debtors: THRASIO HOLDINGS, INC., *et al.*
Case No. 24-11840 (CMG)
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1. The Application is **GRANTED** as set forth in this Order.
2. The Debtors are authorized to retain KCC as Administrative Advisor pursuant to section 327(a) of the Bankruptcy Code effective as of the Petition Date under the terms of the Services Agreement attached hereto as **Exhibit 1**, as modified by this Order, and KCC is authorized to perform the bankruptcy administration services described in the Application and set forth in the Services Agreement.
3. KCC is authorized to take all actions necessary to comply with its duties as Administrative Advisor as described in the Application and set forth in the Services Agreement.
4. Any services KCC will provide relating to the Debtors' schedules of assets and liabilities and statements of financial affairs shall be limited to administrative and ministerial services. The Debtors shall remain responsible for the content and accuracy of their schedules of assets and liabilities and statements of financial affairs.
5. KCC shall apply to the Court for allowance of compensation for professional services rendered and reimbursement of expenses incurred in its capacity as Administrative Advisor in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, Local Rules, and any orders entered in these cases regarding professional compensation and reimbursement of expenses.
6. Notwithstanding anything to the contrary contained in the Services Agreement, including section II.A thereof, KCC shall provide thirty (30) days' notice to the Debtors, the U.S. Trustee, and the Committee of any increases in its rates, subject to the parties in interest's right to object to any such increases.

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Debtors: THRASIO HOLDINGS, INC., *et al.*
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7. KCC seeks to first apply its retainer to all prepetition invoices, and thereafter, to have the retainer replenished to the original retainer amount, and thereafter, to hold the retainer under the Services Agreement during the cases as security for the payment of fees and expenses incurred under the Services Agreement.

8. The indemnification provisions in the Services Agreement are approved, subject to the following modifications, applicable during the pendency of these chapter 11 cases:

- (a) KCC shall not be entitled to indemnification, contribution, or reimbursement pursuant to the Services Agreement unless the indemnification, contribution, or reimbursement is approved by the Court.
- (b) Notwithstanding anything to the contrary in the Services Agreement, the Debtors shall have no obligation to indemnify KCC, or provide contribution or reimbursement to KCC, for any claim or expense that is either: (i) judicially determined (that determination having become final) to have arisen from KCC's gross negligence, willful misconduct, bad faith, self-dealing, or fraud; (ii) for a contractual dispute in which the Debtors allege the breach of KCC's obligations under the Services Agreement, unless the Court determines that indemnification, contribution, or reimbursement would be permissible pursuant to *In re United Artists Theatre Co.*, 315 F.3d 217 (3d Cir. 2003); or (iii) settled without the Debtors' consent prior to a judicial determination as to sub-clauses (i) or (ii) above, but determined by this Court, after notice and a hearing, to be a claim or expense for which KCC should not receive indemnity, contribution, or reimbursement under the terms of the Services Agreement, as modified by this Order.
- (c) If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in these chapter 11 cases (that order having become a final order no longer subject to appeal), and (ii) the entry of an order closing these chapter 11 cases, KCC believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution, and/or reimbursement obligations under the Services Agreement, as modified by this Order, including, without limitation, the advancement of defense costs, KCC must file an application therefor in this Court, and the Debtors may not pay any such amounts to KCC before the entry of an order by this Court approving the payment. This

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Debtors: THRASIO HOLDINGS, INC., *et al.*
Case No. 24-11840 (CMG)
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subparagraph (c) is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by KCC for indemnification, contribution, or reimbursement and not a provision limiting the duration of the Debtors' obligation to indemnify KCC. All parties in interest shall retain the right to object to any demand by KCC for indemnification, contribution, or reimbursement.

9. Notwithstanding anything contained in the Application, the Gershbein Declaration, or the Services Agreement to the contrary, during the chapter 11 cases, any limitations of liability including, but not limited to, section IX of the Services Agreement shall be of no force or effect.

10. Notwithstanding anything to the contrary in the Services Agreement, in the event that any of these chapter 11 cases convert to a case under chapter 7 of the Bankruptcy Code, the chapter 7 trustee appointed to such case or cases shall have no obligation to continue the engagement of KCC.

11. KCC shall not seek reimbursement of any fees or costs arising from the defense to its fee applications in the above-captioned cases.

12. Notwithstanding anything in the Application or Services Agreement to the contrary, KCC shall seek reimbursement from the Debtors' estates for its engagement-related expenses at KCC's actual cost paid.

13. Notwithstanding anything to the contrary contained in the Services Agreement, (i) the 1.5% late charge in paragraph II(E) of the Services Agreement shall not be assessed during the pendency of these chapter 11 cases; (ii) the payment of invoices within ten (10) days of receipt in paragraph II(E) of the Services Agreement shall not be applicable during the pendency of these cases; (iii) solely during the pendency of these chapter 11 cases, if any

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Debtors: THRASIO HOLDINGS, INC., *et al.*
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advance payment of an invoice is reasonably expected to exceed \$10,000 in any single month as set forth in paragraph II(E) of the Services Agreement, at the time KCC requests advance payment from the Debtors, KCC shall also provide notice to the U.S. Trustee and any statutory committee appointed in these cases; and (iv) solely during the pendency of these chapter 11 cases, prior to any prepayment of fees and expenses for print notice and media publication as set forth in paragraph II(E) of the Services Agreement, KCC shall provide three (3) business days' notice to the U. S. Trustee and any statutory committee appointed in these cases.

14. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

15. The Debtors and KCC are authorized to take all actions necessary to carry out the relief granted in this Order in accordance with the Application.

16. In the event of any inconsistency between the Services Agreement, the Application, the Gershbein Declaration, and this Order, the terms of this Order shall govern.

17. Notice of the Application as provided therein shall be deemed good and sufficient notice of such Application and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

18. Notwithstanding anything to the contrary contained in the Services Agreement, including section XIII thereof, the Court shall have exclusive jurisdiction over KCC's engagement during the pendency of these chapter 11 cases.

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19. Notwithstanding anything to the contrary contained in the Services Agreement, including section VI thereof, termination of KCC's retention shall only commence upon entry of an order by this Court terminating KCC's retention.

20. KCC declares that it does not now have, nor has it ever had any contract or agreement with XClaim Inc. or with any other party under which KCC provides, provided, or will provide exclusive access to claims data and/or under which KCC would be compensated for claims data made available by KCC.

21. To the extent KCC seeks to establish accounts with financial institutions on behalf of the Debtors, pursuant to section VIII of the Services Agreement, KCC shall provide fifteen (15) days' advance notice to the U.S. Trustee and the Committee in these chapter 11 cases prior to opening any bank accounts on behalf of the Debtors. Any such bank accounts shall only be opened at banks that are signatories to a Uniform Depository Agreement with the Office of the United States Trustee for the District of New Jersey.

22. Notwithstanding anything in the Application, the Declaration or the Services Agreement to the contrary, KCC shall, to the extent that KCC uses the services of independent contractors or subcontractors (collectively, the "Contractors") in these cases, (i) pass through the cost of such Contractors to the Debtors at the same rate that KCC pays the Contractors; (ii) seek reimbursement for actual costs of the Contractors only; (iii) ensure that the Contractors perform the conflicts checks required by Bankruptcy Rule 2014; (iv) file with the Court such disclosures as required by Bankruptcy Rule 2014; and (v) attach any such Contractors invoices to its monthly fee statements, interim fee applications, and/or final fee applications filed in these cases.

Exhibit 1

Services Agreement



KCC AGREEMENT FOR SERVICES

This Agreement is entered into as of the 12th day of October 2023, between Thrasio Holdings, Inc. (together with its affiliates and subsidiaries, the “Company”),¹ 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 Company 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 Company 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 Company (the “KCC Fee Structure”).

C. Without limiting the generality of the foregoing, KCC may, upon request by the Company, (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 Company or required by applicable law, government regulations or court rules or orders. Services are mutually exclusive and are deemed delivered and accepted by the Company when provided by KCC.

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

¹ The term Company shall include, to the extent applicable, the Company, as debtor and debtor in possession in its chapter 11 case, together with any affiliated debtors and debtors in possession whose chapter 11 cases are jointly administered with the Company’s chapter 11 case.



KCC AGREEMENT FOR SERVICES

II. PRICES, CHARGES AND PAYMENT

A. KCC agrees to charge and the Company 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 Company.

B. In addition to fees and charges for services, the Company agrees to pay KCC's reasonable transportation, lodging, and meal expenses incurred in connection with services provided under this Agreement; provided that any expenses under this section exceeding \$10,000 in the aggregate require pre-approval by the Company, not to be unreasonably withheld or delayed.

C. In addition to all fees for services and expenses hereunder, the Company 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 Company or the Company Parties, as mutually determined by KCC and the Company, except to the extent caused by KCC's breach of this Agreement, gross negligence or wrongful conduct, 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. Notwithstanding the foregoing, Company shall not be liable to KCC for any income tax.

D. Where the Company 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 Company at a competitive rate.

E. KCC agrees to submit its invoices to the Company monthly and the Company agrees that the amount invoiced is due and payable upon the Company'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 Company 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 Company further agrees to pay a late charge, calculated as one and one-half percent (1-1/2%) of the total amount unpaid every thirty (30) days. In the case of a dispute in the invoice amount, the Company shall give written notice to KCC within ten (10) days of receipt of the invoice by the Company. 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.

F. In the event that the Company files for protection pursuant to chapter 11 of the United States Bankruptcy Code (a "Chapter 11 Filing"), 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



KCC AGREEMENT FOR SERVICES

Bankruptcy law and that all amounts due under this Agreement shall, to the extent possible, be paid as administrative expenses of the Company's chapter 11 estate. As soon as practicable following a Chapter 11 Filing (and otherwise in accordance with applicable law and rules and orders of the Bankruptcy Court), the Company 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. If any Company chapter 11 case converts to a case under chapter 7 of the Bankruptcy Code, KCC will continue to be paid for its services in accordance with the terms of this Agreement. The parties recognize 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 during the chapter 11 or other proceeding.

G. To the extent permitted by applicable law, KCC shall receive a retainer in the amount of \$50,000 (the "Retainer") that may be held by KCC as security for the Company's payment obligations under the Agreement. The Retainer is due upon execution of this Agreement. In the event of a Chapter 11 Filing, KCC will first apply the Retainer to all pre-petition invoices, and thereafter, will have the Retainer replenished to the original amount. KCC shall be entitled to hold the Retainer until the termination of the Agreement. Following termination of the Agreement, KCC shall return to the Company any amount of the Retainer that remains following application of the Retainer to the payment of unpaid invoices.

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 Company 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 Company 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 Company do not vest in the Company any rights in such property, it being understood that such property is only being made available for the Company's use during and in connection with the services provided by KCC under this Agreement. KCC agrees that all Company data submitted to KCC by or on behalf of the Company shall remain the exclusive property of Company.

IV. NON-SOLICITATION

The Company agrees that neither it nor its subsidiaries shall directly solicit for employment 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; provided, however, nothing shall restrict Company from employing such employees who contact the Company in response to a general solicitation of employment (e.g., a job posting).

V. CONFIDENTIALITY



KCC AGREEMENT FOR SERVICES

Each of KCC and the Company, 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) material breach of contract by, or gross negligence or willful misconduct of, KCC, (ii) the failure of the Company to pay KCC undisputed invoices for more than sixty (60) days from the date of receipt of invoice, or (iii) the accrual of invoices or unpaid services in excess of the retainer held by KCC where KCC reasonably believes it will not be paid.

B. In the event that this Agreement is terminated, regardless of the reason for such termination, KCC shall coordinate with the Company and, to the extent applicable, the clerk of the Bankruptcy Court, to maintain an orderly transfer of record keeping functions and KCC shall provide all necessary staff, services and assistance required for an orderly transfer. The Company 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 Company shall immediately seek entry of an order (in form and substance reasonably acceptable to KCC) that discharges KCC from service and responsibility in the Company's bankruptcy case.

C. Any data, programs, storage media or other materials furnished by the Company 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 Company 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 Company. The Company agrees to pay KCC for reasonable expenses incurred as a result of the disposition of data or media. If the Company 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 Company for the expense of such disposition, after giving the Company thirty (30) days' written notice. Notwithstanding any term herein to the contrary, following entry of the Retention Order, if any, 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



KCC AGREEMENT FOR SERVICES

accessibility, types of terminal and other equipment and the KCC data center serving the Company, so long as any such changes do not materially interfere with ongoing services provided to the Company in connection with the Company's chapter 11 case, if any.

VIII. BANK ACCOUNTS

At the Company's request and subject to Court approval following any chapter 11 filing, KCC may be authorized to establish accounts with financial institutions in the name of and as agent for the Company. To the extent that certain financial products are provided to the Company 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.

IX. LIMITATIONS OF LIABILITY AND INDEMNIFICATION

A. As used below, "Indemnified Parties" shall mean, with respect to the Company or KCC, its affiliates, members, directors, officers, employees, consultants, subcontractors and agents. The Company shall indemnify and hold KCC and its Indemnified Parties harmless, to the fullest extent permitted by applicable law, from and against any and all third party losses, claims, damages, judgments, liabilities and expenses (including reasonable counsel fees and expenses) of KCC (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 breach of contract, gross negligence or willful misconduct. KCC shall indemnify and hold harmless the Company and its Indemnified Parties to the fullest extent permitted by applicable law, from and against any third-party claims caused by KCC's breach of contract, gross negligence, or willful misconduct arising out of or related to KCC's performance under this agreement. Without limiting the generality of the foregoing, Losses include any liabilities resulting from claims by any third-parties against any Indemnified Party. Each party shall notify the other party in writing promptly upon the assertion, threat or commencement of any claim, action, investigation or proceeding that they become aware of with respect to the services provided by KCC under this Agreement. The indemnification obligations hereunder shall survive the termination of this Agreement.

B. Except as provided herein, each Party's ("Indemnitor") liability to the other Party ("Indemnitee") or any person making a claim through or under the Indemnitor for any Losses of any kind, even if Indemnitor has been advised of the possibility of such Losses, whether direct or indirect and unless due to gross negligence or willful misconduct of Indemnitee, shall be limited to the total amount billed or billable to the Company for the portion of the particular work which gave rise to the alleged Loss. In no event shall Indemnitor 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 either Party's liability to the other Party for any Losses, whether direct or indirect, arising out of this Agreement exceed the total amount billed to the Company and actually paid to KCC for the services contemplated under the Agreement; provided, however, that this limitation shall not apply to the Company during any chapter 11 case in which the Company is a debtor.

C. The Company is responsible for the accuracy of the programs, data and information it or any Company Party submits for processing to KCC and for the output of such information. KCC does not verify information provided by the Company and, with respect to the preparation of



KCC AGREEMENT FOR SERVICES

schedules and statements, all decisions are at the sole discretion and direction of the Company. The Company reviews and approves all schedules and statements filed on behalf of, or by, the Company; KCC bears no responsibility for the accuracy or contents therein. The Company agrees to initiate and maintain backup files that would allow the Company to regenerate or duplicate all programs and data submitted by the Company to KCC. Pursuant to Section V of this Agreement, KCC and its employees, agents, professionals, and representatives shall safeguard and protect the confidentiality of the Company's non-public records, systems, procedures, software and other information received in connection with the services provided under this Agreement with no less care than KCC would take to safeguard and protect the confidentiality of its own confidential information.

D. The Company 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.

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 Company 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

Company Thrasio Holdings, Inc.
Address 85 West Street
City, ST Zip Walpole, MA 02081
Attn: General Counsel
Tel: 203-539-9538
Fax: N/A
E-Mail: mike@thrasio.com



KCC AGREEMENT FOR SERVICES

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 New York.

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. Each Party represents that it has the authority to enter into this Agreement, 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 Company 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.



KCC AGREEMENT FOR SERVICES

[SIGNATURE PAGE FOLLOWS]

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 Gershbein
66CA900AD1EF471...

BY: Evan Gershbein DATE: October 12, 2023
TITLE: EVP, Corporate Restructuring Services

Thrasio Holdings, Inc.

BY: Michael Fahey DATE: October 12, 2023
TITLE: General Counsel & Secretary



AMENDMENT TO KCC AGREEMENT FOR SERVICES

This Amendment (the “Amendment”) to the KCC Agreement for Services between Thrasio Holdings, Inc. (together with its affiliates and subsidiaries, the “Company”),¹ and Kurtzman Carson Consultants LLC (together with its affiliates and subcontractors, “KCC,”) dated October 12, 2023 (the “Services Agreement”) is entered into as of the 14th day of February 2024. 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:

To the extent permitted by applicable law, KCC shall receive a supplemental retainer in the amount of \$50,000 (the “Supplemental Retainer,” and together with the Retainer, the “Total Retainer”) that may be held by KCC as security for the Company’s payment obligations under the Agreement. The Supplemental Retainer is due upon execution of this Agreement. In the event of a Chapter 11 Filing, KCC will first apply the Total Retainer to all pre-petition invoices, and thereafter, will have the Total Retainer replenished to the original amount. KCC shall be entitled to hold the Total Retainer until the termination of the Agreement. Following termination of the Agreement, KCC shall return to the Company any amount of the Total Retainer that remains following application of the Total Retainer to the payment of unpaid invoices.

This Amendment is to be read and construed with the Services Agreement as constituting one and the same agreement. Except as specifically modified by this Amendment, all provisions, terms and conditions of the Services Agreement shall remain in full force and effect and the parties agree to be bound by the terms thereof. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Services Agreement. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Amendment shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, which delivery may be made by exchange of copies of the signature page by facsimile or e-mail (in PDF format) transmission.

[SIGNATURE PAGE FOLLOWS]

¹ The term Company shall include, to the extent applicable, the Company, as debtor and debtor in possession in its chapter 11 case, together with any affiliated debtors and debtors in possession whose chapter 11 cases are jointly administered with the Company’s chapter 11 case.



AMENDMENT TO KCC AGREEMENT FOR SERVICES

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

Kurtzman Carson Consultants LLC

BY: Evan Gershbein DATE: 2/14/24
TITLE: EVP, Corporate Restructuring Services

Thrasio Holdings, Inc.

DocuSigned by:

C1DEFACDAE214E0...
BY: Michael Fahey DATE: 2/15/2024
TITLE: Secretary

Exhibit B

Detailed Time Records



April 30, 2024

Thrasio Holdings, Inc
Josh Burke
85 West Street
Walpole MA 02081

Re: Thrasio Holdings, Inc
USBC Case No. 24-11840

Dear Josh Burke:

Enclosed please find Kurtzman Carson Consultants' ("KCC") invoice for the period March 1, 2024 to March 31, 2024 in the amount of \$206,673.20 for the above referenced matter. Pursuant to our services agreement, KCC's invoice is due upon receipt.

If you have any questions, please contact me at (310) 751-1803 or egershbein@kccllc.com.

Sincerely,
Kurtzman Carson Consultants LLC

A handwritten signature in black ink, appearing to read "Evan Gershbein".

Evan Gershbein
EVP Restructuring

Enclosures



April 30, 2024

Copy Parties

Michael D. Sirota
Cole Schotz P.C.
Court Plaza North, 25 Main Street
Hackensack NJ 07601

Mike Fahey
85 West Street, Suite 4
Walpole, MA 02081

Matthew C. Fagen
Kirkland & Ellis LLP
601 Lexington Avenue
New York NY 10022-6745

Lauren Bielskie
Office of The United States Trustee
One Newark Center
1085 Raymond Boulevard, Suite 2100
Newark, NJ 07102

Jeffrey Sponder
Office of The United States Trustee
One Newark Center
1085 Raymond Boulevard, Suite 2100
Newark, NJ 07102

Anup Sathy
Kirkland & Ellis LLP
300 North LaSalle Street
Chicago, IL 60654

Kurtzman Carson Consultants LLC

Account Number	71027FA	Invoice Date	April 30, 2024
Invoice Number	US_KCC2719421	Due Date	Due upon receipt

Thrasio Holdings, Inc Summary

<u>Description</u>	<u>Amount</u>
<u>Hourly Fees</u>	
Hourly Fees Charged	\$206,673.20
<i>Total of Hourly Fees</i>	\$206,673.20
<u>Expenses</u>	
Expenses	\$0.00
<i>Total Expenses</i>	\$0.00
<i>Invoice Subtotal</i>	\$206,673.20
Sales and Use Tax	0.00
<i>Total Invoice</i>	\$206,673.20

Please detach and return this portion of the statement with your check to KCC.
Please reference your Account Number and Invoice Number on your Remittance.

Account Number 71027FA
 Invoice Number US_KCC2719421
 Total Amount Due \$206,673.20
 Amount Paid \$

Check Payments to:
 KCC Global Administration - Restructuring
 Department 2211
 PO Box 4110
 Woburn, MA 01888-4110

Wire Payments to:


Kurtzman Carson Consultants LLC

03/01/2024 - 03/31/2024

Total Hourly Fees by Employee

<u>Initial</u>	<u>Employee Name</u>	<u>Position Type</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
AGN	Adam Gorman	SMC	63.20	\$270.00	\$17,064.00
AHN	Andrew Henchen	SC	1.00	\$257.50	\$257.50
AJG	Alejandro Guerra	CON	1.40	\$254.50	\$356.30
AMG	Ana Garcia	CON	26.70	\$252.50	\$6,741.75
BIF	Bianca Barrera	CON	47.90	\$252.50	\$12,094.75
DIM	Diana Mauricio	CON	39.30	\$252.50	\$9,923.25
HBU	Hannah Bussey	CON	38.80	\$252.50	\$9,797.00
IPA	Isabel Padilla	CON	67.10	\$252.50	\$16,942.75
LRA	Luis Rios	CON	29.70	\$252.50	\$7,499.25
MCL	Mikayla Cleary	CON	60.80	\$252.50	\$15,352.00
MIV	Michael Villa	CON	15.40	\$254.50	\$3,919.30
MKH	Marina Khan	CON	7.40	\$254.50	\$1,883.30
MWC	Matthew Canty	CON	62.60	\$252.50	\$15,806.50
PJM	Patrick Morrow	SMC	9.90	\$270.00	\$2,673.00
RAN	Ronaldo LizarragaAngulo	CON	4.90	\$254.50	\$1,247.05
ROZ	Rigoberto Lopez	CON	76.10	\$252.50	\$19,215.25
SLM	Saul Mendez	CON	3.50	\$254.50	\$890.75
SUS	Sumesh Srivastava	SC	97.80	\$257.50	\$25,183.50
SYU	Susan Yu	SC	35.00	\$257.50	\$9,012.50
SZA	Sonia Zapien	CON	56.60	\$252.50	\$14,291.50
TPE	Thomas Peterson	CON	40.00	\$252.50	\$10,100.00
VRQ	Vanessa Triana	SMC	24.70	\$260.00	\$6,422.00
			Total		\$206,673.20

Kurtzman Carson Consultants LLC

03/01/2024 - 03/31/2024

Time Detail

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Position Type</u>	<u>Category</u>	<u>Hours</u>
3/4/2024	AGN	Update and revise contract database tracking logs (1.4); correspondence with client re same (0.2)	SMC	Contract Review	1.60
Total for 3/4/2024					1.60
3/6/2024	AGN	Administrative review of contract data and noticing information for inclusion into SOAL G and Contract Rejection Motions (2.6); correspondence with KCC Team re same (0.2)	SMC	Contract Review	2.80
3/6/2024	VRQ	Office conference with KCC Team re contract review for inclusion on Schedule G	SMC	Contract Review	0.50
3/6/2024	SUS	Coordinate and oversee quality control review of contracts reviewed for inclusion in Schedule G	SC	Contract Review	3.30
Total for 3/6/2024					6.60
3/7/2024	PJM	Review contract documents for inclusion in Schedule G	SMC	Contract Review	1.80
3/7/2024	AMG	Review contracts for inclusion in Schedule G	CON	Contract Review	1.90
3/7/2024	LRA	Review contracts for inclusion in Schedule G	CON	Contract Review	2.30
3/7/2024	HBU	Review contracts for inclusion in Schedule G	CON	Contract Review	2.10
3/7/2024	BIF	Review contracts for inclusion in Schedule G	CON	Contract Review	1.70
3/7/2024	DIM	Review contracts for inclusion in Schedule G	CON	Contract Review	2.70
3/7/2024	MCL	Review contracts for inclusion in Schedule G	CON	Contract Review	3.20
3/7/2024	SZA	Review contracts for inclusion in Schedule G	CON	Contract Review	3.50
3/7/2024	AGN	Administrative review of contract data and noticing information for inclusion into SOAL G and Contract Rejection Motions (3.2); correspondence with KCC Team re same (0.2)	SMC	Contract Review	3.40
3/7/2024	AGN	Update and revise contract special party service list re 1st omnibus rejection motion	SMC	Contract Review	1.70
3/7/2024	SUS	Coordinate and oversee quality control review of contracts reviewed for inclusion in Schedule G	SC	Contract Review	3.00
3/7/2024	MWC	Review contracts for inclusion in Schedule G	CON	Contract Review	3.20
3/7/2024	ROZ	Review contracts for inclusion in Schedule G	CON	Contract Review	4.10
Total for 3/7/2024					34.60
3/8/2024	AMG	Review contracts for inclusion in Schedule G	CON	Contract Review	6.70
3/8/2024	LRA	Review contracts for inclusion in Schedule G	CON	Contract Review	5.50
3/8/2024	TPE	Review contracts for inclusion in Schedule G	CON	Contract Review	0.30
3/8/2024	HBU	Review contracts for inclusion in Schedule G	CON	Contract Review	6.20
3/8/2024	BIF	Review contracts for inclusion in Schedule G	CON	Contract Review	6.00
3/8/2024	DIM	Review contracts for inclusion in Schedule G	CON	Contract Review	6.30
3/8/2024	IPA	Review contracts for inclusion in Schedule G	CON	Contract Review	7.50
3/8/2024	MCL	Review contracts for inclusion in Schedule G	CON	Contract Review	9.20
3/8/2024	SZA	Review contracts for inclusion in Schedule G	CON	Contract Review	5.90
3/8/2024	AGN	Administrative review of contract data and noticing information for inclusion into SOAL G and Contract Rejection Motions (2.7); correspondence with KCC Team re same (0.2)	SMC	Contract Review	2.90
3/8/2024	VRQ	Quality control review of contracts reviewed for inclusion in Schedule G	SMC	Contract Review	1.80
3/8/2024	SUS	Coordinate and oversee quality control review of contracts reviewed for inclusion in Schedule G	SC	Contract Review	2.40

Kurtzman Carson Consultants LLC

03/01/2024 - 03/31/2024

Time Detail

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Position Type</u>	<u>Category</u>	<u>Hours</u>
3/8/2024	MWC	Review contracts for inclusion in Schedule G	CON	Contract Review	7.40
3/8/2024	ROZ	Review contracts for inclusion in Schedule G	CON	Contract Review	7.30
Total for 3/8/2024					75.40
3/9/2024	BIF	Review contracts for inclusion in Schedule G	CON	Contract Review	2.20
3/9/2024	SUS	Coordinate and oversee quality control review of contracts reviewed for inclusion in Schedule G	SC	Contract Review	2.40
Total for 3/9/2024					4.60
3/10/2024	IPA	Review contracts for inclusion in Schedule G	CON	Contract Review	7.20
3/10/2024	SUS	Coordinate and oversee quality control review of contracts reviewed for inclusion in Schedule G	SC	Contract Review	2.90
Total for 3/10/2024					10.10
3/11/2024	AMG	Review contracts for inclusion in Schedule G	CON	Contract Review	0.40
3/11/2024	TPE	Review contracts for inclusion in Schedule G	CON	Contract Review	6.00
3/11/2024	HBU	Review contracts for inclusion in Schedule G	CON	Contract Review	0.60
3/11/2024	BIF	Review contracts for inclusion in Schedule G	CON	Contract Review	4.80
3/11/2024	IPA	Review contracts for inclusion in Schedule G	CON	Contract Review	4.50
3/11/2024	MCL	Review contracts for inclusion in Schedule G	CON	Contract Review	3.50
3/11/2024	SZA	Review contracts for inclusion in Schedule G	CON	Contract Review	6.30
3/11/2024	AGN	Administrative review of contract data and noticing information for inclusion into SOAL G and Contract Rejection Motions (2.6); correspondence with KCC Team re same (0.2)	SMC	Contract Review	2.80
3/11/2024	VRQ	Quality control review of contracts reviewed for inclusion in Schedule G	SMC	Contract Review	1.00
3/11/2024	SUS	Coordinate and oversee quality control review of contracts reviewed for inclusion in Schedule G	SC	Contract Review	3.90
3/11/2024	MWC	Review contracts for inclusion in Schedule G	CON	Contract Review	3.50
3/11/2024	ROZ	Review contracts for inclusion in Schedule G	CON	Contract Review	7.20
3/11/2024	MKH	Administrative review of contract data and noticing information (1.0); correspondence with KCC Team re same (0.2)	CON	Contract Review	1.20
Total for 3/11/2024					45.70
3/12/2024	AMG	Review contracts for inclusion in Schedule G	CON	Contract Review	2.60
3/12/2024	LRA	Review contracts for inclusion in Schedule G	CON	Contract Review	2.70
3/12/2024	TPE	Review contracts for inclusion in Schedule G	CON	Contract Review	5.90
3/12/2024	HBU	Review contracts for inclusion in Schedule G	CON	Contract Review	5.10
3/12/2024	BIF	Review contracts for inclusion in Schedule G	CON	Contract Review	6.00
3/12/2024	DIM	Review contracts for inclusion in Schedule G	CON	Contract Review	4.00
3/12/2024	IPA	Review contracts for inclusion in Schedule G	CON	Contract Review	6.10
3/12/2024	MCL	Review contracts for inclusion in Schedule G	CON	Contract Review	4.30
3/12/2024	SZA	Review contracts for inclusion in Schedule G	CON	Contract Review	11.00
3/12/2024	AGN	Administrative review of contract data and noticing information for inclusion into SOAL G and Contract Rejection Motions	SMC	Contract Review	3.50
3/12/2024	VRQ	Quality control review of contracts reviewed for inclusion in Schedule G	SMC	Contract Review	2.50

Kurtzman Carson Consultants LLC

03/01/2024 - 03/31/2024

Time Detail

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Position Type</u>	<u>Category</u>	<u>Hours</u>
3/12/2024	SUS	Coordinate and oversee quality control review of contracts reviewed for inclusion in Schedule G	SC	Contract Review	3.50
3/12/2024	MWC	Review contracts for inclusion in Schedule G	CON	Contract Review	7.00
3/12/2024	SYU	Review contracts and flag parties for inclusion in SOAL G	SC	Contract Review	1.70
3/12/2024	ROZ	Review contracts for inclusion in Schedule G	CON	Contract Review	7.00
3/12/2024	MIV	Review contracts for inclusion in Schedule G	CON	Contract Review	1.40
3/12/2024	MKH	Review and process documents for inclusion in creditor matrix and Schedule G	CON	Contract Review	3.10
Total for 3/12/2024					77.40
3/13/2024	PJM	Review contract documents for inclusion in Schedule G	SMC	Contract Review	1.40
3/13/2024	LRA	Review contracts for inclusion in Schedule G	CON	Contract Review	1.50
3/13/2024	TPE	Review contracts for inclusion in Schedule G	CON	Contract Review	4.90
3/13/2024	HBU	Review contracts for inclusion in Schedule G	CON	Contract Review	2.90
3/13/2024	BIF	Review contracts for inclusion in Schedule G	CON	Contract Review	4.70
3/13/2024	DIM	Review contracts for inclusion in Schedule G	CON	Contract Review	3.20
3/13/2024	IPA	Review contracts for inclusion in Schedule G	CON	Contract Review	4.40
3/13/2024	MCL	Quality control review of contracts reviewed for inclusion in Schedule G	CON	Contract Review	2.80
3/13/2024	MCL	Review contracts for inclusion in Schedule G	CON	Contract Review	1.50
3/13/2024	SZA	Review contracts for inclusion in Schedule G	CON	Contract Review	5.50
3/13/2024	AGN	Administrative review of contract data and noticing information for inclusion into SOAL G and Contract Rejection Motions (3.1); correspondence with KCC Team re same (0.1)	SMC	Contract Review	3.20
3/13/2024	VRQ	Office conference with KCC Team re contract review updates	SMC	Contract Review	0.40
3/13/2024	VRQ	Review and process documents for inclusion in creditor matrix and Schedule G	SMC	Contract Review	1.50
3/13/2024	SUS	Coordinate and oversee quality control review of contracts reviewed for inclusion in Schedule G	SC	Contract Review	2.30
3/13/2024	MWC	Review contracts for inclusion in Schedule G	CON	Contract Review	5.10
3/13/2024	ROZ	Review contracts for inclusion in Schedule G	CON	Contract Review	1.50
Total for 3/13/2024					46.80
3/14/2024	PJM	Review contract documents for inclusion in Schedule G	SMC	Contract Review	1.20
3/14/2024	AMG	Review contracts for inclusion in Schedule G	CON	Contract Review	1.90
3/14/2024	TPE	Review contracts for inclusion in Schedule G	CON	Contract Review	4.70
3/14/2024	BIF	Review contracts for inclusion in Schedule G	CON	Contract Review	2.00
3/14/2024	DIM	Review contracts for inclusion in Schedule G	CON	Contract Review	2.40
3/14/2024	IPA	Review contracts for inclusion in Schedule G	CON	Contract Review	5.60
3/14/2024	MCL	Quality control review of contracts reviewed for inclusion in Schedule G	CON	Contract Review	4.30
3/14/2024	MCL	Review contracts for inclusion in Schedule G	CON	Contract Review	0.90
3/14/2024	SZA	Review contracts for inclusion in Schedule G	CON	Contract Review	4.00
3/14/2024	AGN	Administrative review of contract data and noticing information for inclusion into SOAL G and Contract Rejection Motions (3.0); correspondence with KCC Team re same (0.2)	SMC	Contract Review	3.20
3/14/2024	VRQ	Quality control review of contracts reviewed for inclusion in Schedule G	SMC	Contract Review	2.90
3/14/2024	SUS	Coordinate and oversee quality control review of contracts reviewed for inclusion in Schedule G	SC	Contract Review	3.00

Kurtzman Carson Consultants LLC

03/01/2024 - 03/31/2024

Time Detail

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Position Type</u>	<u>Category</u>	<u>Hours</u>
3/14/2024	SUS	Coordinate and oversee quality control review of contracts reviewed for inclusion in Schedule G	SC	Contract Review	2.70
3/14/2024	MWC	Review contracts for inclusion in Schedule G	CON	Contract Review	4.10
3/14/2024	ROZ	Review contracts for inclusion in Schedule G	CON	Contract Review	5.50
Total for 3/14/2024					48.40
3/15/2024	AHN	Review and process documents for inclusion in creditor matrix and Schedule G	SC	Contract Review	1.00
3/15/2024	LRA	Review contracts for inclusion in Schedule G	CON	Contract Review	2.80
3/15/2024	TPE	Review contracts for inclusion in Schedule G	CON	Contract Review	4.00
3/15/2024	HBU	Review contracts for inclusion in Schedule G	CON	Contract Review	3.80
3/15/2024	BIF	Review contracts for inclusion in Schedule G	CON	Contract Review	2.30
3/15/2024	DIM	Review contracts for inclusion in Schedule G	CON	Contract Review	4.40
3/15/2024	IPA	Review contracts for inclusion in Schedule G	CON	Contract Review	6.00
3/15/2024	MCL	Quality control review of contracts reviewed for inclusion in Schedule G	CON	Contract Review	8.00
3/15/2024	SZA	Review contracts for inclusion in Schedule G	CON	Contract Review	5.40
3/15/2024	AGN	Administrative review of contract data and noticing information for inclusion into SOAL G and Contract Rejection Motions (2.6); correspondence with KCC Team re same (0.2)	SMC	Contract Review	2.80
3/15/2024	VRQ	Quality control review of contracts reviewed for inclusion in Schedule G	SMC	Contract Review	1.00
3/15/2024	SUS	Coordinate and oversee quality control review of contracts reviewed for inclusion in Schedule G	SC	Contract Review	3.30
3/15/2024	SUS	Administrative review of contract data and noticing information (3.7); correspondence with KCC Team re same (0.3)	SC	Contract Review	4.00
3/15/2024	MWC	Review contracts for inclusion in Schedule G	CON	Contract Review	4.70
3/15/2024	ROZ	Review contracts for inclusion in Schedule G	CON	Contract Review	8.20
3/15/2024	MIV	Review contracts for inclusion in Schedule G	CON	Contract Review	0.40
3/15/2024	MKH	Review and process documents for inclusion in creditor matrix and Schedule G	CON	Contract Review	0.90
Total for 3/15/2024					63.00
3/16/2024	LRA	Review contracts for inclusion in Schedule G	CON	Contract Review	9.30
3/16/2024	BIF	Review contracts for inclusion in Schedule G	CON	Contract Review	2.10
3/16/2024	SUS	Administrative review of contract data and noticing information (1.6); correspondence with KCC Team re same (0.2)	SC	Contract Review	1.80
3/16/2024	SUS	Coordinate and oversee quality control review of contracts reviewed for inclusion in Schedule G	SC	Contract Review	1.70
3/16/2024	MIV	Review contracts for inclusion in Schedule G	CON	Contract Review	0.90
Total for 3/16/2024					15.80
3/17/2024	LRA	Review contracts for inclusion in Schedule G	CON	Contract Review	5.60
3/17/2024	DIM	Review contracts for inclusion in Schedule G	CON	Contract Review	1.70
3/17/2024	SUS	Administrative review of contract data and noticing information (2.8); correspondence with KCC Team re same (0.2)	SC	Contract Review	3.00
Total for 3/17/2024					10.30
3/18/2024	PJM	Review contract documents for inclusion in Schedule G	SMC	Contract Review	1.30
3/18/2024	AMG	Review contracts for inclusion in Schedule G	CON	Contract Review	0.20

Kurtzman Carson Consultants LLC

03/01/2024 - 03/31/2024

Time Detail

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Position Type</u>	<u>Category</u>	<u>Hours</u>
3/18/2024	TPE	Review contracts for inclusion in Schedule G	CON	Contract Review	0.80
3/18/2024	HBU	Review contracts for inclusion in Schedule G	CON	Contract Review	1.90
3/18/2024	BIF	Review contracts for inclusion in Schedule G	CON	Contract Review	3.80
3/18/2024	DIM	Review contracts for inclusion in Schedule G	CON	Contract Review	4.50
3/18/2024	IPA	Review contracts for inclusion in Schedule G	CON	Contract Review	4.80
3/18/2024	MCL	Quality control review of contracts reviewed for inclusion in Schedule G	CON	Contract Review	3.90
3/18/2024	AGN	Administrative review of contract data and noticing information for inclusion into SOAL G and Contract Rejection Motions (3.6); correspondence with KCC Team re same (0.2)	SMC	Contract Review	3.80
3/18/2024	VRQ	Quality control review of contracts reviewed for inclusion in Schedule G	SMC	Contract Review	3.60
3/18/2024	SUS	Administrative review of contract data and noticing information (3.1); correspondence with KCC Team re same (0.2)	SC	Contract Review	3.30
3/18/2024	SUS	Coordinate and oversee quality control review of contracts reviewed for inclusion in Schedule G	SC	Contract Review	2.50
3/18/2024	MWC	Review contracts for inclusion in Schedule G	CON	Contract Review	4.10
3/18/2024	ROZ	Review contracts for inclusion in Schedule G	CON	Contract Review	4.80
3/18/2024	SLM	Review contracts for inclusion in Schedule G	CON	Contract Review	0.70
3/18/2024	MIV	Review contracts for inclusion in Schedule G	CON	Contract Review	1.20
3/18/2024	RAN	Review contracts for inclusion in Schedule G	CON	Contract Review	0.90
Total for 3/18/2024					46.10
3/19/2024	AMG	Review contracts for inclusion in Schedule G	CON	Contract Review	3.40
3/19/2024	TPE	Review contracts for inclusion in Schedule G	CON	Contract Review	2.60
3/19/2024	HBU	Review contracts for inclusion in Schedule G	CON	Contract Review	1.80
3/19/2024	BIF	Review contracts for inclusion in Schedule G	CON	Contract Review	3.80
3/19/2024	DIM	Review contracts for inclusion in Schedule G	CON	Contract Review	1.50
3/19/2024	IPA	Review contracts for inclusion in Schedule G	CON	Contract Review	3.80
3/19/2024	MCL	Review contracts for inclusion in Schedule G	CON	Contract Review	3.20
3/19/2024	SZA	Review contracts for inclusion in Schedule G	CON	Contract Review	2.40
3/19/2024	AGN	Administrative review of contract data and noticing information for inclusion into SOAL G and Contract Rejection Motions (2.9); correspondence with KCC Team re same (0.2)	SMC	Contract Review	3.10
3/19/2024	VRQ	Quality control review of contracts reviewed for inclusion in Schedule G	SMC	Contract Review	3.30
3/19/2024	SUS	Coordinate and oversee quality control review of contracts reviewed for inclusion in Schedule G	SC	Contract Review	4.20
3/19/2024	SUS	Coordinate and oversee quality control review of contracts reviewed for inclusion in Schedule G	SC	Contract Review	4.30
3/19/2024	MWC	Review contracts for inclusion in Schedule G	CON	Contract Review	5.90
3/19/2024	SYU	Meeting with KCC Team re SOAL G Parties address review process	SC	Contract Review	0.30
3/19/2024	SYU	Review contracts for inclusion in Schedule G and provide notes to KCC Team	SC	Contract Review	4.70
3/19/2024	ROZ	Review contracts for inclusion in Schedule G	CON	Contract Review	9.30
3/19/2024	SLM	Review contracts for inclusion in Schedule G	CON	Contract Review	2.80
3/19/2024	AJG	Review contracts for inclusion in Schedule G	CON	Contract Review	0.90
3/19/2024	MIV	Review contracts for inclusion in Schedule G	CON	Contract Review	2.50
3/19/2024	MKH	Review and process documents for inclusion in creditor matrix and Schedule G	CON	Contract Review	2.00

Kurtzman Carson Consultants LLC

03/01/2024 - 03/31/2024

Time Detail

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Position Type</u>	<u>Category</u>	<u>Hours</u>
3/19/2024	RAN	Review contracts for inclusion in Schedule G	CON	Contract Review	3.40
Total for 3/19/2024					69.20
3/20/2024	AMG	Review contracts for inclusion in Schedule G	CON	Contract Review	2.40
3/20/2024	TPE	Review contracts for inclusion in Schedule G	CON	Contract Review	2.70
3/20/2024	HBU	Review contracts for inclusion in Schedule G	CON	Contract Review	4.40
3/20/2024	BIF	Review contracts for inclusion in Schedule G	CON	Contract Review	2.90
3/20/2024	DIM	Review contracts for inclusion in Schedule G	CON	Contract Review	0.40
3/20/2024	IPA	Review contracts for inclusion in Schedule G	CON	Contract Review	4.30
3/20/2024	MCL	Review contracts for inclusion in Schedule G	CON	Contract Review	2.20
3/20/2024	SZA	Review contracts for inclusion in Schedule G	CON	Contract Review	5.00
3/20/2024	AGN	Administrative review of contract data and noticing information for inclusion into SOAL G and Contract Rejection Motions (3.2); correspondence with KCC Team re same (0.3)	SMC	Contract Review	3.50
3/20/2024	VRQ	Quality control review of contracts reviewed for inclusion in Schedule G	SMC	Contract Review	1.00
3/20/2024	SUS	Administrative review of contract data and noticing information (3.4); correspondence with KCC Team re same (0.2)	SC	Contract Review	3.60
3/20/2024	SUS	Coordinate and oversee quality control review of contracts reviewed for inclusion in Schedule G	SC	Contract Review	2.30
3/20/2024	MWC	Review contracts for inclusion in Schedule G	CON	Contract Review	5.50
3/20/2024	SYU	Review contracts for Schedule G and update the debtor name accordingly	SC	Contract Review	3.90
3/20/2024	ROZ	Review contracts for inclusion in Schedule G	CON	Contract Review	5.80
3/20/2024	AJG	Review contracts for inclusion in Schedule G	CON	Contract Review	0.50
3/20/2024	MIV	Review contracts for inclusion in Schedule G	CON	Contract Review	2.70
3/20/2024	RAN	Review contracts for inclusion in Schedule G	CON	Contract Review	0.60
Total for 3/20/2024					53.70
3/21/2024	AMG	Review contracts for inclusion in Schedule G	CON	Contract Review	4.30
3/21/2024	TPE	Review contracts for inclusion in Schedule G	CON	Contract Review	3.60
3/21/2024	HBU	Review contracts for inclusion in Schedule G	CON	Contract Review	5.20
3/21/2024	BIF	Review contracts for inclusion in Schedule G	CON	Contract Review	2.80
3/21/2024	DIM	Review contracts for inclusion in Schedule G	CON	Contract Review	4.50
3/21/2024	IPA	Review contracts for inclusion in Schedule G	CON	Contract Review	7.10
3/21/2024	MCL	Review contracts for inclusion in Schedule G	CON	Contract Review	0.20
3/21/2024	MCL	Quality control review of contracts reviewed for inclusion in Schedule G	CON	Contract Review	4.40
3/21/2024	SZA	Review contracts for inclusion in Schedule G	CON	Contract Review	2.80
3/21/2024	AGN	Administrative review of contract data and noticing information for inclusion into SOAL G and Contract Rejection Motions (3.6); correspondence with KCC Team re same (0.2)	SMC	Contract Review	3.80
3/21/2024	VRQ	Quality control review of contracts reviewed for inclusion in Schedule G	SMC	Contract Review	3.50
3/21/2024	SUS	Coordinate and oversee quality control review of contracts reviewed for inclusion in Schedule G	SC	Contract Review	4.20
3/21/2024	SUS	Coordinate and oversee quality control review of contracts reviewed for inclusion in Schedule G	SC	Contract Review	3.20
3/21/2024	MWC	Review contracts for inclusion in Schedule G	CON	Contract Review	7.40

Kurtzman Carson Consultants LLC

03/01/2024 - 03/31/2024

Time Detail

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Position Type</u>	<u>Category</u>	<u>Hours</u>
3/21/2024	SYU	Review contracts for Schedule G and update the debtor name accordingly	SC	Contract Review	2.70
3/21/2024	SYU	Assist with drafting email to Alix Partners re Schedule G Parties	SC	Contract Review	0.30
3/21/2024	SYU	Assist with review of contract spreadsheet and review address data	SC	Contract Review	1.90
3/21/2024	SYU	Review contracts for SOAL G and examine address data to ensure accuracy	SC	Contract Review	3.20
3/21/2024	SYU	Perform administrative review of SOAL G address data spreadsheet to ensure accuracy	SC	Contract Review	3.50
3/21/2024	ROZ	Review contracts for inclusion in Schedule G	CON	Contract Review	6.30
3/21/2024	MIV	Review contracts for inclusion in Schedule G	CON	Contract Review	0.70
3/21/2024	MKH	Review and process documents for inclusion in creditor matrix and Schedule G	CON	Contract Review	0.20
Total for 3/21/2024					75.80
3/22/2024	AMG	Review contracts for inclusion in Schedule G	CON	Contract Review	2.90
3/22/2024	TPE	Review contracts for inclusion in Schedule G	CON	Contract Review	2.10
3/22/2024	HBU	Review contracts for inclusion in Schedule G	CON	Contract Review	4.40
3/22/2024	BIF	Review contracts for inclusion in Schedule G	CON	Contract Review	1.50
3/22/2024	DIM	Review contracts for inclusion in Schedule G	CON	Contract Review	2.60
3/22/2024	IPA	Review contracts for inclusion in Schedule G	CON	Contract Review	5.80
3/22/2024	MCL	Quality control review of contracts reviewed for inclusion in Schedule G	CON	Contract Review	8.60
3/22/2024	SZA	Review contracts for inclusion in Schedule G	CON	Contract Review	3.90
3/22/2024	AGN	Administrative review of contract data and noticing information for inclusion into SOAL G and Contract Rejection Motions (3.4); correspondence with KCC Team re same (0.3)	SMC	Contract Review	3.70
3/22/2024	SUS	Coordinate and oversee quality control review of contracts reviewed for inclusion in Schedule G	SC	Contract Review	2.90
3/22/2024	SUS	Coordinate and oversee quality control review of contracts reviewed for inclusion in Schedule G	SC	Contract Review	2.10
3/22/2024	MWC	Review contracts for inclusion in Schedule G	CON	Contract Review	4.40
3/22/2024	SYU	Perform administrative review of SOAL G address data spreadsheet to ensure accuracy	SC	Contract Review	3.50
3/22/2024	SYU	Prepare and format SOAL G address data spreadsheet to send to AlixPartners for final review	SC	Contract Review	2.90
3/22/2024	SYU	Telephone call with KCC Team re address research for SOAL G parties	SC	Contract Review	0.50
3/22/2024	ROZ	Review contracts for inclusion in Schedule G	CON	Contract Review	9.10
3/22/2024	MIV	Review and process documents for inclusion in creditor matrix and Schedule G	CON	Contract Review	5.60
Total for 3/22/2024					66.50
3/23/2024	AGN	Administrative review of contract data and noticing information for inclusion into SOAL G and Contract Rejection Motions (3.3); correspondence with KCC Team re same (0.2)	SMC	Contract Review	3.50
3/23/2024	SUS	Coordinate and oversee quality control review of contracts reviewed for inclusion in Schedule G	SC	Contract Review	2.40
Total for 3/23/2024					5.90
3/24/2024	SUS	Coordinate and oversee quality control review of contracts reviewed for inclusion in Schedule G	SC	Contract Review	2.90
Total for 3/24/2024					2.90

Kurtzman Carson Consultants LLC

03/01/2024 - 03/31/2024

Time Detail

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Position Type</u>	<u>Category</u>	<u>Hours</u>
3/25/2024	PJM	Review contract documents for inclusion in Schedule G	SMC	Contract Review	1.60
3/25/2024	TPE	Review contracts for inclusion in Schedule G	CON	Contract Review	2.40
3/25/2024	HBU	Review contracts for inclusion in Schedule G	CON	Contract Review	0.40
3/25/2024	BIF	Review contracts for inclusion in Schedule G	CON	Contract Review	1.30
3/25/2024	DIM	Review contracts for inclusion in Schedule G	CON	Contract Review	1.10
3/25/2024	MCL	Quality control review of contracts reviewed for inclusion in Schedule G	CON	Contract Review	0.50
3/25/2024	SZA	Review contracts for inclusion in Schedule G	CON	Contract Review	0.90
3/25/2024	AGN	Administrative review of contract data and noticing information for inclusion into SOAL G and Contract Rejection Motions (3.5); correspondence with KCC Team re same (0.2)	SMC	Contract Review	3.70
3/25/2024	VRQ	Quality control review of contracts reviewed for inclusion in Schedule G	SMC	Contract Review	1.00
3/25/2024	SUS	Coordinate and oversee quality control review of contracts reviewed for inclusion in Schedule G	SC	Contract Review	3.40
3/25/2024	SUS	Coordinate and oversee quality control review of contracts reviewed for inclusion in Schedule G	SC	Contract Review	2.40
3/25/2024	MWC	Review contracts for inclusion in Schedule G	CON	Contract Review	0.30
Total for 3/25/2024					19.00
3/26/2024	PJM	Administrative review of contract data and noticing information for inclusion into SOAL G and Contract Rejection Motions (1.1); correspondence with KCC Team re same (0.2)	SMC	Contract Review	1.30
3/26/2024	MCL	Quality control review of contracts reviewed for inclusion in Schedule G	CON	Contract Review	0.10
3/26/2024	AGN	Administrative review of contract data and noticing information for inclusion into SOAL G and Contract Rejection Motions (2.6); correspondence with KCC Team re same (.2)	SMC	Contract Review	2.80
3/26/2024	SUS	Coordinate and oversee quality control review of contracts reviewed for inclusion in Schedule G	SC	Contract Review	5.00
3/26/2024	SYU	Review SOAL G Parties against the creditor matrix for any address matches	SC	Contract Review	1.80
3/26/2024	SYU	Send SOAL G Parties and the creditor matrix for review to the data team	SC	Contract Review	0.20
Total for 3/26/2024					11.20
3/27/2024	PJM	Review contract documents for inclusion in Schedule G	SMC	Contract Review	1.30
3/27/2024	AGN	Administrative review of contract data and noticing information for inclusion into SOAL G and Contract Rejection Motions (3.6); correspondence with KCC Team re same (0.2)	SMC	Contract Review	3.80
3/27/2024	VRQ	Quality control review of contracts reviewed for inclusion in Schedule G	SMC	Contract Review	0.70
3/27/2024	SUS	Coordinate and oversee quality control review of contracts reviewed for inclusion in Schedule G	SC	Contract Review	4.00
3/27/2024	SYU	Review updated SOAL G Parties spreadsheet from the data team and perform administrative review of matches to the creditor matrix	SC	Contract Review	3.10
Total for 3/27/2024					12.90
3/28/2024	AGN	Administrative review of contract data and noticing information for inclusion into SOAL G and Contract Rejection Motions (3.3); correspondence with KCC Team re same (0.3)	SMC	Contract Review	3.60
3/28/2024	SUS	Administrative review of contract data and noticing information (1.7); correspondence with KCC Team re same (0.2)	SC	Contract Review	1.90

Kurtzman Carson Consultants LLC

03/01/2024 - 03/31/2024

Time Detail

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Position Type</u>	<u>Category</u>	<u>Hours</u>
3/28/2024	SYU	Review updated SOAL G Parties spreadsheet from the data team and perform administrative review of matches to the creditor matrix	SC	Contract Review	0.80
Total for 3/28/2024					6.30
Total Hours					809.80

Kurtzman Carson Consultants LLC

03/01/2024 - 03/31/2024

Expenses

<u>Description</u>	<u>Units</u>	<u>Rate</u>	<u>Amount</u>
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Total Expenses



May 17, 2024

Thrasio Holdings, Inc
Josh Burke
85 West Street
Walpole MA 02081
United States

Re: Thrasio Holdings, Inc
USBC Case No. 24-11840

Dear Josh Burke,

Enclosed please find Kurtzman Carson Consultants' ("KCC") invoice for the period April 1, 2024 to April 30, 2024 in the amount of \$11,696.50 for the above referenced matter. Pursuant to our services agreement, KCC's invoice is due upon receipt.

If you have any questions, please contact me at (310) 751-1803 or egershbein@kccllc.com.

Sincerely,
Kurtzman Carson Consultants LLC

A handwritten signature in black ink, appearing to read "Evan Gershbein".

Evan Gershbein
EVP Restructuring

Enclosures



5/17/2024

Contact Parties

Anup Sathy
Kirkland & Ellis LLP
300 North LaSalle Street
United States

Jeffrey Sponder
Office of The United States Trustee
One Newark Center
1085 Raymond Boulevard. Suite 2100
Newark, New Jersey 7102
United States

Josh Burke
85 West Street
Walpole Massachusetts 2081
United States

Lauren Bielskie
Office of The United States Trustee
One Newark Center
1085 Raymond Boulevard. Suite 2100
Newark, New Jersey 7102
United States

Matthew C. Fagen
Kirkland & Ellis LLP
601 Lexington Avenue
United States

Michael D. Sirota
Cole Schotz P.C.
Court Plaza North, 25 Main Street
United States



5/17/2024

Contact Parties

Mike Fahey
85 West Street, Suite 4
Walpole, Massachusetts 2081
United States

Kurtzman Carson Consultants LLC

Account Number	71027FA	Invoice Date	May 17, 2024
Invoice Number	US-RESTR2709025	Due Date	Due upon receipt

Thrasio Holdings, Inc
Summary

<u>Description</u>	<u>Amount</u>
<u>Hourly Fees</u>	
Hourly Fees Charged	\$11,696.50
Total of Hourly Fees	\$11,696.50
<u>Expenses</u>	
Expenses	\$0.00
Total Expenses	\$0.00
Invoice Subtotal	\$11,696.50
Sales and Use Tax	\$0.00
Total Invoice	\$11,696.50

Please detach and return this portion of the statement with your check to KCC.

Please reference your Account Number and Invoice Number on your Remittance.

Account Number

71027FA

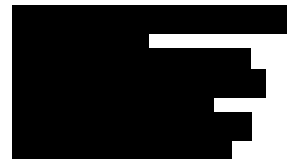
Check Payments to:

Wire Payments to:

Invoice Number

US-RESTR2709025

KCC Global Administration -
Restructuring
Department 2211
PO Box 4110
Woburn, MA 01888-4110



Total Amount Due

\$11,696.50

Amount Paid

\$

Kurtzman Carson Consultants LLC

4/1/2024 - 4/30/2024

Total Hourly Fees by Employee

<u>Initial</u>	<u>Employee Name</u>	<u>Position Type</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
AGN	Adam Gorman	SOL	24.8	\$270.00	\$6,696.00
BIF	Bianca Barrera	CON	0.9	\$252.50	\$227.25
IPA	Isabel Padilla	CON	0.5	\$252.50	\$126.25
JCN	Jacqueline Conklin	SOL	1.0	\$265.00	\$265.00
PJM	Joe Morrow	SOL	5.6	\$270.00	\$1,512.00
LVR	Leanne Scott	SOL	0.2	\$270.00	\$54.00
MWC	Matthew Canty	CON	0.9	\$252.50	\$227.25
RMZ	Rossmery Martinez	SOL	1.8	\$265.00	\$477.00
SUS	Sumesh Srivastava	SC	1.1	\$257.50	\$283.25
SYU	Yun Kyung Yu	SOL	6.9	\$265.00	\$1,828.50

Kurtzman Carson Consultants LLC

4/1/2024 - 4/30/2024

Time Detail

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Position Type</u>	<u>Category</u>	<u>Hours</u>
4/15/2024	AGN	Prepare draft documents and data for solicitation(1.9); review solicitation procedures re same(.2)	SOL	Solicitation	2.1
4/15/2024	PJM	Review draft disclosure statement materials and solicitation service procedure(.8); review precedent and provide feedback re upcoming service(.4)	SOL	Solicitation	1.2
4/15/2024	SYU	Review the Disclosure Statement Motion and Plan and set up solicitation class overview	SOL	Solicitation	1.7
4/16/2024	AGN	Prepare draft documents and data for solicitation(1.7); review solicitation procedures re same(.4)	SOL	Solicitation	2.1
4/17/2024	AGN	Prepare data for Class 4 GUC balloting	SOL	Solicitation	2.8
4/17/2024	AGN	Prepare and update draft documents and data for solicitation	SOL	Solicitation	2.6
4/17/2024	AGN	Prepare data for Class 3 First Lienholder balloting	SOL	Solicitation	1.7
4/17/2024	PJM	Review first lien lender claims data and prepare for solicitation mailing	SOL	Solicitation	1.2
4/18/2024	AGN	Prepare data for Class 4 GUC balloting	SOL	Solicitation	2.7
4/18/2024	AGN	Prepare and update draft documents and data for solicitation	SOL	Solicitation	2.6
4/18/2024	AGN	Prepare data for Class 3 First Lienholder balloting	SOL	Solicitation	2.0
4/19/2024	AGN	Prepare data for Class 4 GUC balloting	SOL	Solicitation	2.3
4/19/2024	AGN	Prepare and update draft documents and data for solicitation	SOL	Solicitation	2.1
4/19/2024	AGN	Prepare data for Class 3 First Lienholder balloting	SOL	Solicitation	1.8
4/19/2024	LVR	Attention to setup of ballot in KCC CaseView	SOL	Solicitation	0.2
4/19/2024	PJM	Review first lien lender claims data and prepare for solicitation mailing	SOL	Solicitation	1.6
4/19/2024	RMZ	Perform quality checks of sample Solicitation - Non-Voting Impaired & Unimpaired to ensure inclusion of all relevant information	SOL	Solicitation	0.9
4/19/2024	RMZ	Perform quality checks of sample customized Class 4 Ballots to ensure inclusion of all relevant information	SOL	Solicitation	0.9
4/19/2024	SYU	Setup Class 3 eBallot in KCC CaseView	SOL	Solicitation	3.5
4/22/2024	PJM	Prepare draft eBallot for upcoming solicitation	SOL	Solicitation	1.6
4/22/2024	SYU	Perform administrative review of Unimpaired Opt Out Form on KCC CaseView	SOL	Solicitation	0.6
4/22/2024	SYU	Set up eBallot for Class 4 in KCC CaseView	SOL	Solicitation	0.4
4/22/2024	SYU	Set up Impaired Opt Out Form on KCC CaseView	SOL	Solicitation	0.3

Kurtzman Carson Consultants LLC

4/1/2024 - 4/30/2024

Time Detail

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Position Type</u>	<u>Category</u>	<u>Hours</u>
4/25/2024	BIF	Review ballots input into KCC CaseView	CON	Solicitation	0.2
4/25/2024	IPA	Review ballots input into KCC CaseView	CON	Solicitation	0.2
4/25/2024	MWC	Review ballots input into KCC CaseView	CON	Solicitation	0.6
4/25/2024	SUS	Review ballots input into KCC CaseView	SC	Solicitation	0.5
4/26/2024	JCN	Administrative quality control review of ballots input into KCC CaseView	SOL	Solicitation	1.0
4/29/2024	BIF	Review ballots input into KCC CaseView	CON	Solicitation	0.1
4/30/2024	BIF	Review ballots input into KCC CaseView	CON	Solicitation	0.6
4/30/2024	IPA	Review ballots input into KCC CaseView	CON	Solicitation	0.3
4/30/2024	MWC	Review ballots input into KCC CaseView	CON	Solicitation	0.3
4/30/2024	SUS	Review ballots input into KCC CaseView	SC	Solicitation	0.6
4/30/2024	SYU	Review returned Opt-Out forms in KCC CaseView	SOL	Solicitation	0.4

Kurtzman Carson Consultants LLC

4/1/2024 - 4/30/2024

Expenses

<u>Description</u>	<u>Units</u>	<u>Rate</u>	<u>Amount</u>
Printing and Mailing Expenses			\$0.00
		Total Expenses	\$0.00

Kurtzman Carson Consultants LLC

4/1/2024 - 4/30/2024

Printing and Mailing Expenses

<u>Post Date</u>	<u>Mailing Name</u>	<u>Quantity</u>	<u>Description</u>	<u>Rate</u>	<u>Total</u>
Total Printing and Mailing Expenses					\$0.00



June 18, 2024

Thrasio Holdings, Inc
Josh Burke
85 West Street
Walpole MA 02081
United States

Re: Thrasio Holdings, Inc
USBC Case No. 24-11840

Dear Josh Burke,

Enclosed please find Kurtzman Carson Consultants' ("KCC") invoice for the period May 1, 2024 to May 31, 2024 in the amount of \$37,855.50 for the above referenced matter. Pursuant to our services agreement, KCC's invoice is due upon receipt.

If you have any questions, please contact me at (310) 751-1803 or egershbein@kccllc.com.

Sincerely,
Kurtzman Carson Consultants LLC

A handwritten signature in black ink, appearing to read "Evan Gershbein".

Evan Gershbein
EVP Restructuring

Enclosures



6/18/2024

Contact Parties

Anup Sathy
Kirkland & Ellis LLP
300 North LaSalle Street
United States

Jeffrey Sponder
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One Newark Center
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Newark, New Jersey 7102
United States

Lauren Bielskie
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United States

Matthew C. Fagen
Kirkland & Ellis LLP
601 Lexington Avenue
United States

Michael D. Sirota
Cole Schotz P.C.
Court Plaza North, 25 Main Street
United States

Mike Fahey
85 West Street, Suite 4
Walpole, Massachusetts 2081
United States

Kurtzman Carson Consultants LLC

Account Number	71027FA	Invoice Date	June 18, 2024
Invoice Number	US-RESTR2709104	Due Date	Due upon receipt

Thrasio Holdings, Inc
Summary

<u>Description</u>	<u>Amount</u>
<u>Hourly Fees</u>	
Hourly Fees Charged	\$37,855.50
Total of Hourly Fees	\$37,855.50
<u>Expenses</u>	
Expenses	\$0.00
Total Expenses	\$0.00
Invoice Subtotal	\$37,855.50
Sales and Use Tax	\$0.00
Total Invoice	\$37,855.50

Please detach and return this portion of the statement with your check to KCC.

Please reference your Account Number and Invoice Number on your Remittance.

Account Number

71027FA

Check Payments to:

Wire Payments to:

Invoice Number

US-RESTR2709104

KCC Global Administration -
Restructuring
Department 2211
PO Box 4110
Woburn, MA 01888-4110



Total Amount Due

\$37,855.50

Amount Paid

\$

Kurtzman Carson Consultants LLC

5/1/2024 - 5/31/2024

Total Hourly Fees by Employee

<u>Initial</u>	<u>Employee Name</u>	<u>Position Type</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
AGN	Adam Gorman	SOL	42.4	\$270.00	\$11,448.00
AMG	Ana M. Garcia	CON	5.4	\$252.50	\$1,363.50
BIF	Bianca Barrera	CON	6.7	\$252.50	\$1,691.75
DIM	Diana Mauricio	CON	8.9	\$252.50	\$2,247.25
HBU	Hannah Bussey	CON	6.2	\$252.50	\$1,565.50
IPA	Isabel Padilla	CON	4.2	\$252.50	\$1,060.50
JCN	Jacqueline Conklin	SOL	4.2	\$265.00	\$1,113.00
JEE	James Lee	SEC	1.1	\$270.00	\$297.00
PJM	Joe Morrow	SOL	3.6	\$270.00	\$972.00
LRA	Luis Rios	CON	0.9	\$252.50	\$227.25
MWC	Matthew Canty	CON	2.9	\$252.50	\$732.25
MCL	Mikayla Cleary	CON	2.1	\$252.50	\$530.25
SZA	Sonia Zapien-Zelaya	CON	8.8	\$252.50	\$2,222.00
SUS	Sumesh Srivastava	SC	23.5	\$257.50	\$6,051.25
TPE	Thomas Peterson	CON	4.2	\$252.50	\$1,060.50
SYU	Yun Kyung Yu	SOL	19.9	\$265.00	\$5,273.50

Kurtzman Carson Consultants LLC

5/1/2024 - 5/31/2024

Time Detail

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Position Type</u>	<u>Category</u>	<u>Hours</u>
5/1/2024	AGN	Update voting amount spreadsheet for rolling solicitation of ballots and other plan related documents	SOL	Solicitation	1.5
5/1/2024	AMG	Administrative quality control review of ballots input into KCC CaseView	CON	Solicitation	0.2
5/1/2024	BIF	Review ballots input into KCC CaseView	CON	Solicitation	0.7
5/1/2024	DIM	Administrative quality control review of ballots input into KCC CaseView	CON	Solicitation	1.4
5/1/2024	HBU	Administrative quality control review of ballots input into KCC CaseView	CON	Solicitation	1.3
5/1/2024	JCN	Administrative quality control review of ballots input into KCC CaseView	SOL	Solicitation	0.3
5/1/2024	PJM	Review ballots input into KCC CaseView	SOL	Solicitation	0.7
5/1/2024	SUS	Administrative quality control review of ballots input into KCC CaseView	SC	Solicitation	1.4
5/1/2024	TPE	Administrative quality control review of ballots input into KCC CaseView	CON	Solicitation	0.7
5/2/2024	AGN	Update voting amount spreadsheet for rolling solicitation of ballots and other plan related documents	SOL	Solicitation	2.4
5/2/2024	AMG	Administrative quality control review of ballots input into KCC CaseView	CON	Solicitation	0.1
5/2/2024	HBU	Administrative quality control review of ballots input into KCC CaseView	CON	Solicitation	0.3
5/2/2024	IPA	Review ballots input into KCC CaseView	CON	Solicitation	0.2
5/2/2024	MWC	Review ballots input into KCC CaseView	CON	Solicitation	0.6
5/2/2024	PJM	Review ballot report for all classes and provide feedback to KCC Team	SOL	Solicitation	0.8
5/2/2024	SUS	Review ballots input into KCC CaseView	SC	Solicitation	0.6
5/2/2024	SUS	Administrative quality control review of ballots input into KCC CaseView	SC	Solicitation	0.3
5/2/2024	SYU	Prepare and format the ballot report	SOL	Solicitation	1.4
5/2/2024	SYU	Review duplicate ballots in KCC CaseView	SOL	Solicitation	0.9
5/2/2024	TPE	Administrative quality control review of ballots input into KCC CaseView	CON	Solicitation	0.1
5/3/2024	AGN	Update voting amount spreadsheet for rolling solicitation of ballots and other plan related documents	SOL	Solicitation	1.5
5/3/2024	DIM	Administrative quality control review of ballots input into KCC CaseView	CON	Solicitation	1.0
5/3/2024	HBU	Administrative quality control review of ballots input into KCC CaseView	CON	Solicitation	1.5

Kurtzman Carson Consultants LLC

5/1/2024 - 5/31/2024

Time Detail

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Position Type</u>	<u>Category</u>	<u>Hours</u>
5/3/2024	MCL	Administrative quality control review of ballots input into KCC CaseView	CON	Solicitation	0.3
5/3/2024	SUS	Administrative quality control review of ballots input into KCC CaseView	SC	Solicitation	1.2
5/3/2024	SYU	Review inquiry received and re-send ballot information to Caspian	SOL	Solicitation	0.3
5/3/2024	TPE	Administrative quality control review of ballots input into KCC CaseView	CON	Solicitation	0.4
5/5/2024	AGN	Prepare balloting report for period ending on May 5, 2024	SOL	Solicitation	2.0
5/6/2024	AGN	Update voting amount spreadsheet for rolling solicitation of ballots and other plan related documents	SOL	Solicitation	2.7
5/6/2024	AMG	Administrative quality control review of ballots input into KCC CaseView	CON	Solicitation	1.0
5/6/2024	BIF	Review ballots input into KCC CaseView	CON	Solicitation	1.5
5/6/2024	JCN	Administrative quality control review of ballots input into KCC CaseView	SOL	Solicitation	0.3
5/6/2024	LRA	Administrative quality control review of ballots input into KCC CaseView	CON	Solicitation	0.9
5/6/2024	SUS	Administrative quality control review of ballots input into KCC CaseView	SC	Solicitation	1.3
5/6/2024	SYU	Prepare and format the ballot report	SOL	Solicitation	1.0
5/6/2024	SYU	Review duplicate ballots in KCC CaseView	SOL	Solicitation	0.2
5/6/2024	SZA	Administrative quality control review of ballots input into KCC CaseView	CON	Solicitation	0.9
5/6/2024	TPE	Administrative quality control review of ballots input into KCC CaseView	CON	Solicitation	0.6
5/7/2024	AGN	Update voting amount spreadsheet for rolling solicitation of ballots and other plan related documents	SOL	Solicitation	3.1
5/7/2024	AGN	Prepare custom report re Class 4 ballot details	SOL	Solicitation	1.3
5/7/2024	AGN	Prepare balloting report for period ending on May 7, 2024	SOL	Solicitation	1.2
5/7/2024	BIF	Review ballots input into KCC CaseView	CON	Solicitation	1.0
5/7/2024	DIM	Administrative quality control review of ballots input into KCC CaseView	CON	Solicitation	1.6
5/7/2024	JCN	Administrative quality control review of ballots input into KCC CaseView	SOL	Solicitation	0.3
5/7/2024	MWC	Review ballots input into KCC CaseView	CON	Solicitation	0.4

Kurtzman Carson Consultants LLC

5/1/2024 - 5/31/2024

Time Detail

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Position Type</u>	<u>Category</u>	<u>Hours</u>
5/7/2024	SUS	Administrative quality control review of ballots input into KCC CaseView	SC	Solicitation	2.1
5/7/2024	SUS	Review ballots input into KCC CaseView	SC	Solicitation	1.2
5/7/2024	SYU	Review new filed proofs of claim and update the voting amount spreadsheet	SOL	Solicitation	3.4
5/7/2024	SYU	Review inquiry from OakTree re sent ballots	SOL	Solicitation	0.3
5/7/2024	SYU	Meeting with KCC Team re the Voting Amount Spreadsheet	SOL	Solicitation	0.3
5/7/2024	SZA	Administrative quality control review of ballots input into KCC CaseView	CON	Solicitation	1.6
5/7/2024	TPE	Administrative quality control review of ballots input into KCC CaseView	CON	Solicitation	0.8
5/8/2024	AGN	Update voting amount spreadsheet for rolling solicitation of ballots and other plan related documents	SOL	Solicitation	2.1
5/8/2024	AGN	Review solicitation procedures re disputed claims(1.5); prepare report re same(.6)	SOL	Solicitation	2.1
5/8/2024	AMG	Administrative quality control review of ballots input into KCC CaseView	CON	Solicitation	0.1
5/8/2024	DIM	Administrative quality control review of ballots input into KCC CaseView	CON	Solicitation	0.4
5/8/2024	IPA	Administrative quality control review of ballots input into KCC CaseView	CON	Solicitation	0.2
5/8/2024	SUS	Administrative quality control review of ballots input into KCC CaseView	SC	Solicitation	0.4
5/8/2024	SYU	Update the Voting Amount Spreadsheet re new filed claims	SOL	Solicitation	1.7
5/8/2024	SYU	Prepare and format custom individual ballots for Oaktree	SOL	Solicitation	1.2
5/8/2024	SZA	Administrative quality control review of ballots input into KCC CaseView	CON	Solicitation	0.3
5/8/2024	TPE	Administrative quality control review of ballots input into KCC CaseView	CON	Solicitation	0.1
5/9/2024	AGN	Prepare balloting report for period ending on May 9, 2024	SOL	Solicitation	1.8
5/9/2024	AGN	Administrative review of filed ballots	SOL	Solicitation	1.5
5/9/2024	AMG	Administrative quality control review of ballots input into KCC CaseView	CON	Solicitation	0.5
5/9/2024	BIF	Review ballots input into KCC CaseView	CON	Solicitation	0.1
5/9/2024	DIM	Administrative quality control review of ballots input into KCC CaseView	CON	Solicitation	0.2

Kurtzman Carson Consultants LLC

5/1/2024 - 5/31/2024

Time Detail

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Position Type</u>	<u>Category</u>	<u>Hours</u>
5/9/2024	IPA	Review ballots input into KCC CaseView	CON	Solicitation	0.1
5/9/2024	JCN	Administrative quality control review of ballots input into KCC CaseView	SOL	Solicitation	0.3
5/9/2024	PJM	Review ballots input into KCC CaseView	SOL	Solicitation	1.2
5/9/2024	SUS	Administrative quality control review of ballots input into KCC CaseView	SC	Solicitation	0.5
5/9/2024	SUS	Review ballots input into KCC CaseView	SC	Solicitation	0.2
5/9/2024	SYU	Review duplicate ballots in KCC CaseView	SOL	Solicitation	0.8
5/9/2024	SZA	Administrative quality control review of ballots input into KCC CaseView	CON	Solicitation	0.4
5/9/2024	TPE	Administrative quality control review of ballots input into KCC CaseView	CON	Solicitation	0.2
5/10/2024	AGN	Update voting amount spreadsheet for rolling solicitation of ballots and other plan related documents	SOL	Solicitation	2.4
5/10/2024	AGN	Administrative review of filed ballots	SOL	Solicitation	2.1
5/10/2024	AGN	Administrative review of filed ballots	SOL	Solicitation	1.5
5/10/2024	AMG	Administrative quality control review of ballots input into KCC CaseView	CON	Solicitation	0.8
5/10/2024	BIF	Review ballots input into KCC CaseView	CON	Solicitation	1.0
5/10/2024	DIM	Administrative quality control review of ballots input into KCC CaseView	CON	Solicitation	0.7
5/10/2024	IPA	Review ballots input into KCC CaseView	CON	Solicitation	0.3
5/10/2024	MCL	Administrative quality control review of ballots input into KCC CaseView	CON	Solicitation	0.5
5/10/2024	MWC	Review ballots input into KCC CaseView	CON	Solicitation	0.4
5/10/2024	SUS	Administrative quality control review of ballots input into KCC CaseView	SC	Solicitation	1.2
5/10/2024	SUS	Review ballots input into KCC CaseView	SC	Solicitation	1.0
5/10/2024	SYU	Review returned ballots in KCC CaseView	SOL	Solicitation	0.5
5/10/2024	SZA	Administrative quality control review of ballots input into KCC CaseView	CON	Solicitation	1.0
5/10/2024	TPE	Administrative quality control review of ballots input into KCC CaseView	CON	Solicitation	0.5

Kurtzman Carson Consultants LLC

5/1/2024 - 5/31/2024

Time Detail

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Position Type</u>	<u>Category</u>	<u>Hours</u>
5/13/2024	AMG	Administrative quality control review of ballots input into KCC CaseView	CON	Solicitation	0.4
5/13/2024	BIF	Review ballots input into KCC CaseView	CON	Solicitation	1.3
5/13/2024	DIM	Administrative quality control review of ballots input into KCC CaseView	CON	Solicitation	0.4
5/13/2024	IPA	Review ballots input into KCC CaseView	CON	Solicitation	1.1
5/13/2024	JCN	Administrative quality control review of ballots input into KCC CaseView	SOL	Solicitation	0.3
5/13/2024	JEE	Email w/ case team re: updated solicitation deadlines proposed by counsel	SEC	Solicitation	0.2
5/13/2024	MCL	Administrative quality control review of ballots input into KCC CaseView	CON	Solicitation	0.5
5/13/2024	MWC	Review ballots input into KCC CaseView	CON	Solicitation	0.3
5/13/2024	SUS	Review ballots input into KCC CaseView	SC	Solicitation	1.5
5/13/2024	SUS	Administrative quality control review of ballots input into KCC CaseView	SC	Solicitation	0.8
5/13/2024	SYU	Review and respond to inquiry received from John Jureller re ballots for Ari Horowitz, William Bo Peabody, Tomo Matsuo and Swiftline Corp	SOL	Solicitation	1.4
5/13/2024	SYU	Review duplicate ballots in KCC CaseView	SOL	Solicitation	0.3
5/14/2024	AGN	Review solicitation procedures re disputed claims(1.1); prepare report re same(.6)	SOL	Solicitation	1.7
5/14/2024	AGN	Prepare balloting report for period ending on May 14, 2024	SOL	Solicitation	1.6
5/14/2024	AMG	Administrative quality control review of ballots input into KCC CaseView	CON	Solicitation	1.6
5/14/2024	DIM	Administrative quality control review of ballots input into KCC CaseView	CON	Solicitation	1.6
5/14/2024	IPA	Review ballots input into KCC CaseView	CON	Solicitation	0.3
5/14/2024	JCN	Administrative quality control review of ballots input into KCC CaseView	SOL	Solicitation	0.3
5/14/2024	MWC	Review ballots input into KCC CaseView	CON	Solicitation	0.4
5/14/2024	PJM	Review ballots input into KCC CaseView	SOL	Solicitation	0.5
5/14/2024	SUS	Administrative quality control review of ballots input into KCC CaseView	SC	Solicitation	2.1
5/14/2024	SUS	Review ballots input into KCC CaseView	SC	Solicitation	0.6

Kurtzman Carson Consultants LLC

5/1/2024 - 5/31/2024

Time Detail

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Position Type</u>	<u>Category</u>	<u>Hours</u>
5/14/2024	SYU	Send customized Class 3 and 4 ballots to JPMorgan Chase	SOL	Solicitation	0.2
5/14/2024	SZA	Administrative quality control review of ballots input into KCC CaseView	CON	Solicitation	2.1
5/14/2024	TPE	Administrative quality control review of ballots input into KCC CaseView	CON	Solicitation	0.2
5/15/2024	AMG	Administrative quality control review of ballots input into KCC CaseView	CON	Solicitation	0.1
5/15/2024	BIF	Review ballots input into KCC CaseView	CON	Solicitation	0.9
5/15/2024	DIM	Administrative quality control review of ballots input into KCC CaseView	CON	Solicitation	0.1
5/15/2024	HBU	Administrative quality control review of ballots input into KCC CaseView	CON	Solicitation	0.4
5/15/2024	IPA	Review ballots input into KCC CaseView	CON	Solicitation	0.9
5/15/2024	JCN	Administrative quality control review of ballots input into KCC CaseView	SOL	Solicitation	0.3
5/15/2024	MWC	Review ballots input into KCC CaseView	CON	Solicitation	0.3
5/15/2024	SUS	Review ballots input into KCC CaseView	SC	Solicitation	1.2
5/15/2024	SUS	Administrative quality control review of ballots input into KCC CaseView	SC	Solicitation	0.4
5/15/2024	SZA	Administrative quality control review of ballots input into KCC CaseView	CON	Solicitation	0.1
5/15/2024	TPE	Administrative quality control review of ballots input into KCC CaseView	CON	Solicitation	0.2
5/16/2024	AGN	Prepare balloting report for period ending on May 16, 2024	SOL	Solicitation	1.5
5/16/2024	DIM	Administrative quality control review of ballots input into KCC CaseView	CON	Solicitation	0.7
5/16/2024	HBU	Administrative quality control review of ballots input into KCC CaseView	CON	Solicitation	1.6
5/16/2024	JCN	Administrative quality control review of ballots input into KCC CaseView	SOL	Solicitation	0.3
5/16/2024	MWC	Review ballots input into KCC CaseView	CON	Solicitation	0.1
5/16/2024	SUS	Administrative quality control review of ballots input into KCC CaseView	SC	Solicitation	1.6
5/16/2024	SYU	Prepare and format the ballot report	SOL	Solicitation	1.0
5/16/2024	SYU	Review returned ballot in KCC CaseView	SOL	Solicitation	0.2

Kurtzman Carson Consultants LLC

5/1/2024 - 5/31/2024

Time Detail

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Position Type</u>	<u>Category</u>	<u>Hours</u>
5/16/2024	SZA	Administrative quality control review of ballots input into KCC CaseView	CON	Solicitation	1.6
5/16/2024	TPE	Administrative quality control review of ballots input into KCC CaseView	CON	Solicitation	0.2
5/17/2024	AGN	Prepare balloting report for period ending on May 17, 2024	SOL	Solicitation	1.0
5/17/2024	DIM	Administrative quality control review of ballots input into KCC CaseView	CON	Solicitation	0.1
5/17/2024	HBU	Administrative quality control review of ballots input into KCC CaseView	CON	Solicitation	0.1
5/17/2024	IPA	Review ballots input into KCC CaseView	CON	Solicitation	0.1
5/17/2024	JCN	Administrative quality control review of ballots input into KCC CaseView	SOL	Solicitation	0.3
5/17/2024	MCL	Administrative quality control review of ballots input into KCC CaseView	CON	Solicitation	0.6
5/17/2024	MWC	Review ballots input into KCC CaseView	CON	Solicitation	0.1
5/17/2024	SUS	Administrative quality control review of ballots input into KCC CaseView	SC	Solicitation	0.5
5/17/2024	SUS	Review ballots input into KCC CaseView	SC	Solicitation	0.3
5/17/2024	SZA	Administrative quality control review of ballots input into KCC CaseView	CON	Solicitation	0.1
5/20/2024	AGN	Review solicitation procedures re disputed claims(1.1); prepare report re same(.5)	SOL	Solicitation	1.6
5/20/2024	AMG	Administrative quality control review of ballots input into KCC CaseView	CON	Solicitation	0.5
5/20/2024	BIF	Review ballots input into KCC CaseView	CON	Solicitation	0.2
5/20/2024	HBU	Administrative quality control review of ballots input into KCC CaseView	CON	Solicitation	0.3
5/20/2024	IPA	Review ballots input into KCC CaseView	CON	Solicitation	0.3
5/20/2024	JCN	Administrative quality control review of ballots input into KCC CaseView	SOL	Solicitation	0.3
5/20/2024	SUS	Administrative quality control review of ballots input into KCC CaseView	SC	Solicitation	0.7
5/20/2024	SUS	Review ballots input into KCC CaseView	SC	Solicitation	0.5
5/20/2024	SYU	Review inquiry re ballot with voting amount sent to RBC	SOL	Solicitation	0.5
5/21/2024	DIM	Administrative quality control review of ballots input into KCC CaseView	CON	Solicitation	0.2

Kurtzman Carson Consultants LLC

5/1/2024 - 5/31/2024

Time Detail

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Position Type</u>	<u>Category</u>	<u>Hours</u>
5/21/2024	JCN	Administrative quality control review of ballots input into KCC CaseView	SOL	Solicitation	0.3
5/21/2024	MWC	Review ballots input into KCC CaseView	CON	Solicitation	0.1
5/21/2024	SUS	Administrative quality control review of ballots input into KCC CaseView	SC	Solicitation	0.2
5/21/2024	SZA	Administrative quality control review of ballots input into KCC CaseView	CON	Solicitation	0.1
5/21/2024	TPE	Administrative quality control review of ballots input into KCC CaseView	CON	Solicitation	0.1
5/22/2024	AGN	Update voting amount spreadsheet for rolling solicitation of ballots and other plan related documents	SOL	Solicitation	1.4
5/22/2024	AMG	Administrative quality control review of ballots input into KCC CaseView	CON	Solicitation	0.1
5/22/2024	DIM	Administrative quality control review of ballots input into KCC CaseView	CON	Solicitation	0.1
5/22/2024	JCN	Administrative quality control review of ballots input into KCC CaseView	SOL	Solicitation	0.3
5/22/2024	PJM	Review ballots input into KCC CaseView	SOL	Solicitation	0.4
5/22/2024	SUS	Administrative quality control review of ballots input into KCC CaseView	SC	Solicitation	0.2
5/22/2024	SZA	Administrative quality control review of ballots input into KCC CaseView	CON	Solicitation	0.1
5/23/2024	AGN	Prepare balloting report for period ending on May 23, 2024	SOL	Solicitation	1.3
5/23/2024	IPA	Review ballots input into KCC CaseView	CON	Solicitation	0.3
5/23/2024	JCN	Administrative quality control review of ballots input into KCC CaseView	SOL	Solicitation	0.3
5/23/2024	SYU	Review inquiry from Bean Envy re opt out form	SOL	Solicitation	0.3
5/23/2024	SZA	Administrative quality control review of ballots input into KCC CaseView	CON	Solicitation	0.3
5/24/2024	DIM	Administrative quality control review of ballots input into KCC CaseView	CON	Solicitation	0.1
5/24/2024	HBU	Administrative quality control review of ballots input into KCC CaseView	CON	Solicitation	0.2
5/24/2024	SUS	Administrative quality control review of ballots input into KCC CaseView	SC	Solicitation	0.4
5/24/2024	SYU	Review change of address on returned ballots	SOL	Solicitation	0.5
5/24/2024	SYU	Review opt-out inquiry	SOL	Solicitation	0.4

Kurtzman Carson Consultants LLC

5/1/2024 - 5/31/2024

Time Detail

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Position Type</u>	<u>Category</u>	<u>Hours</u>
5/24/2024	SYU	Correspond with counsel re opt-out inquiry	SOL	Solicitation	0.1
5/28/2024	AGN	Administrative review of filed ballots	SOL	Solicitation	1.6
5/28/2024	IPA	Review ballots input into KCC CaseView	CON	Solicitation	0.1
5/28/2024	MCL	Administrative quality control review of ballots input into KCC CaseView	CON	Solicitation	0.2
5/28/2024	SUS	Administrative quality control review of ballots input into KCC CaseView	SC	Solicitation	0.6
5/28/2024	TPE	Administrative quality control review of ballots input into KCC CaseView	CON	Solicitation	0.1
5/29/2024	IPA	Review ballots input into KCC CaseView	CON	Solicitation	0.3
5/30/2024	AGN	Prepare balloting report for period ending on May 30, 2024	SOL	Solicitation	1.5
5/30/2024	DIM	Administrative quality control review of ballots input into KCC CaseView	CON	Solicitation	0.3
5/30/2024	HBU	Administrative quality control review of ballots input into KCC CaseView	CON	Solicitation	0.5
5/30/2024	JCN	Administrative quality control review of ballots input into KCC CaseView	SOL	Solicitation	0.3
5/30/2024	SUS	Administrative quality control review of ballots input into KCC CaseView	SC	Solicitation	0.5
5/30/2024	SYU	Prepare and format the ballot report	SOL	Solicitation	1.1
5/30/2024	SYU	Send updated ballot summary report to counsel	SOL	Solicitation	0.1
5/30/2024	SZA	Administrative quality control review of ballots input into KCC CaseView	CON	Solicitation	0.2
5/31/2024	JEE	Admin review of voting classes and claims data	SEC	Solicitation	0.7
5/31/2024	JEE	Call w/ case team re: confirmation hearing attendance	SEC	Solicitation	0.2
5/31/2024	MWC	Review ballots input into KCC CaseView	CON	Solicitation	0.2
5/31/2024	SYU	Prepare and format the ballot report	SOL	Solicitation	1.1
5/31/2024	SYU	Review inquiry from Corner's Holdings regarding ballotID and PIN	SOL	Solicitation	0.2
5/31/2024	SYU	Review proof of claim for Swiftline re Class 4 ballot	SOL	Solicitation	0.2
5/31/2024	SYU	Meeting with KCC Team re Class 4 ballot for Swiftline	SOL	Solicitation	0.2

Kurtzman Carson Consultants LLC

5/1/2024 - 5/31/2024

Time Detail

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Position Type</u>	<u>Category</u>	<u>Hours</u>
5/31/2024	SYU	Send updated ballot report to counsel	SOL	Solicitation	0.1

Kurtzman Carson Consultants LLC

5/1/2024 - 5/31/2024

Expenses

<u>Description</u>	<u>Units</u>	<u>Rate</u>	<u>Amount</u>
Printing and Mailing Expenses			\$0.00
		Total Expenses	\$0.00

Kurtzman Carson Consultants LLC

5/1/2024 - 5/31/2024

Printing and Mailing Expenses

<u>Post Date</u>	<u>Mailing Name</u>	<u>Quantity</u>	<u>Description</u>	<u>Rate</u>	<u>Total</u>
Total Printing and Mailing Expenses					\$0.00

July 25, 2024

Thrasio Holdings, Inc
Josh Burke
85 West Street
Walpole MA 02081
United States

Re: Thrasio Holdings, Inc
USBC Case No. 24-11840

Dear Josh Burke,

Enclosed please find Kurtzman Carson Consultants, LLC dba Verita Global's ("Verita's") invoice for the period June 1, 2024 to June 13, 2024 in the amount of \$61,011.65 for the above referenced matter. Pursuant to our services agreement, Verita's invoice is due upon receipt.

If you have any questions, please contact me at (310) 751-1803 or egershbein@veritaglobal.com.

Sincerely,
Verita



Evan Gershbein
EVP Restructuring

Enclosures

7/25/2024

Contact Parties

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United States

Mike Fahey
85 West Street, Suite 4
Walpole, Massachusetts 2081
United States

Verita

Account Number	71027FA	Invoice Date	July 25, 2024
Invoice Number	US-RESTR2709175	Due Date	Due upon receipt

Thrasio Holdings, Inc
Summary

<u>Description</u>	<u>Amount</u>
<u>Hourly Fees</u>	
Hourly Fees Charged	\$61,011.65
<i>Total of Hourly Fees</i>	\$61,011.65
<u>Expenses</u>	
Expenses	\$0.00
<i>Total Expenses</i>	\$0.00
Invoice Subtotal	\$61,011.65
Sales and Use Tax	\$0.00
<i>Total Invoice</i>	\$61,011.65

Please detach and return this portion of the statement with your check to Verita

Please reference your Account Number and Invoice Number on your Remittance.

Account Number

71027FA

Check Payments to:

Wire Payments to:

Invoice Number

US-RESTR2709175

KCC Global Administration -
Restructuring
Department 2211
PO Box 4110
Woburn, MA 01888-4110



Total Amount Due

\$61,011.65

Amount Paid

\$

Verita

6/1/2024 - 6/13/2024

Total Hourly Fees by Employee

<u>Initial</u>	<u>Employee Name</u>	<u>Position Type</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
AGN	Adam Gorman	SOL	28.3	\$270.00	\$7,641.00
ASK	Ashely Kuarsingh	CON	8.7	\$254.50	\$2,214.15
BIF	Bianca Barrera	CON	0.9	\$252.50	\$227.25
DIM	Diana Mauricio	CON	0.7	\$252.50	\$176.75
HBU	Hannah Bussey	CON	0.5	\$252.50	\$126.25
IPA	Isabel Padilla	CON	0.7	\$252.50	\$176.75
JCN	Jacqueline Conklin	SC	0.7	\$257.50	\$180.25
JEE	James Lee	SEC	58.6	\$270.00	\$15,822.00
JNG	Jennifer Ngo	SEC	61.4	\$270.00	\$16,578.00
PJM	Joe Morrow	SOL	1.3	\$270.00	\$351.00
KVR	Kevin Martin	SEC	47.1	\$270.00	\$12,717.00
LRA	Luis Rios	CON	0.7	\$252.50	\$176.75
MWC	Matthew Canty	CON	0.4	\$252.50	\$101.00
MCL	Mikayla Cleary	CON	0.1	\$252.50	\$25.25
SZA	Sonia Zapien-Zelaya	CON	0.7	\$252.50	\$176.75
SUS	Sumesh Srivastava	SC	2.6	\$257.50	\$669.50
TPE	Thomas Peterson	CON	0.4	\$252.50	\$101.00
SYU	Yun Kyung Yu	SOL	13.4	\$265.00	\$3,551.00

Verita

6/1/2024 - 6/13/2024

Time Detail

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Position Type</u>	<u>Category</u>	<u>Hours</u>
6/1/2024	KVR	Email w/ counsel re: setting call w/ Evercore to discuss allocation schedule and designation tracking	SEC	Disbursement	0.4
6/2/2024	AGN	Draft and prepare voting report	SOL	Solicitation	2.4
6/2/2024	JNG	Process registration forms received(0.4); team meeting re status of the same(0.2)	SEC	Disbursement	0.6
6/3/2024	AGN	Draft and prepare voting report	SOL	Solicitation	2.1
6/3/2024	AGN	Administrative review of filed ballots and opt-out form	SOL	Solicitation	1.6
6/3/2024	AGN	Review solicitation procedures re disputed claims(0.3); prepare report re same(1.1)	SOL	Solicitation	1.4
6/3/2024	ASK	Tabulate registration form received	CON	Solicitation	1.6
6/3/2024	ASK	Process registration forms received	CON	Solicitation	0.8
6/3/2024	BIF	Review ballots input into KCC CaseView	CON	Solicitation	0.7
6/3/2024	IPA	Review ballots input into KCC CaseView	CON	Solicitation	0.4
6/3/2024	JCN	Administrative quality control review of ballots input into KCC CaseView	SC	Solicitation	0.3
6/3/2024	JEE	Admin review of processed registration forms and designation data	SEC	Disbursement	2.3
6/3/2024	JEE	Review registration data and reconcile w/ Evercore allocation schedule in prep for call w/ counsel	SEC	Disbursement	1.8
6/3/2024	JEE	Calls (multiple) w/ lenders re: inquiries on designation / reallocation of plan distributions	SEC	Disbursement	1.4
6/3/2024	JEE	Call w/ counsel and Evercore re: distribution allocation calculations	SEC	Disbursement	0.9
6/3/2024	JEE	Emails w/ lenders to cure defective registration submission	SEC	Disbursement	0.7
6/3/2024	JEE	Office conference w/ securities team re: Jefferies reallocation issues	SEC	Disbursement	0.3
6/3/2024	JNG	Review and process received registration forms	SEC	Disbursement	2.9
6/3/2024	JNG	Update registration file with missing registration information and track changes	SEC	Disbursement	2.7
6/3/2024	JNG	Follow up with 1L lenders re missing registration information	SEC	Disbursement	2.4
6/3/2024	JNG	Team meetings re status of processed registration forms and outstanding cures	SEC	Disbursement	2.3
6/3/2024	JNG	Respond to phone inquiries from 1L/DIP lenders re registration documents and event	SEC	Disbursement	1.8
6/3/2024	KVR	Audit registration tabulation for forms received on 6/3	SEC	Disbursement	1.1

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6/1/2024 - 6/13/2024

Time Detail

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Position Type</u>	<u>Category</u>	<u>Hours</u>
6/3/2024	KVR	Call w/ case professionals to discuss 1L and DIP registration process and distribution	SEC	Disbursement	0.5
6/3/2024	KVR	Call w/ Jefferies re: Registration forms and supporting documents	SEC	Disbursement	0.4
6/3/2024	KVR	Call w/ securities team re: Jefferies Registration documents	SEC	Disbursement	0.3
6/3/2024	KVR	Email w/ CTC re: registration form deficiency	SEC	Disbursement	0.3
6/3/2024	KVR	Email w/ Goldman Sachs re: registration forms and excel file to complete in lieu of forms	SEC	Disbursement	0.3
6/3/2024	KVR	Email w/ Morgan Stanley re: registration forms and excel file to complete in lieu of forms	SEC	Disbursement	0.2
6/3/2024	KVR	Email w/ HPS confirming receipt of registration forms and supporting documents	SEC	Disbursement	0.2
6/3/2024	KVR	Email w/ HPS confirmation receipt of Tax Forms	SEC	Disbursement	0.2
6/3/2024	KVR	Email w/ CTC confirming receipt of registration forms and supporting documents	SEC	Disbursement	0.2
6/3/2024	KVR	Email w/ HPS re: receipt of ADFs	SEC	Disbursement	0.2
6/3/2024	KVR	Email w/ HPS requesting they resend registration materials	SEC	Disbursement	0.2
6/3/2024	KVR	Email w/ RBC confirming receipt of registration form, supporting documents and Class 3 Ballot	SEC	Disbursement	0.2
6/3/2024	KVR	Email w/ HPS confirming receipt of signature pages	SEC	Disbursement	0.2
6/3/2024	KVR	Email w/ case team re: RBC ballot request	SEC	Solicitation Fee App	0.2
6/3/2024	LRA	Administrative quality control review of ballots input into KCC CaseView	CON	Solicitation	0.7
6/3/2024	MWC	Review ballots input into KCC CaseView	CON	Solicitation	0.2
6/3/2024	PJM	Review ballots input into KCC CaseView	SOL	Solicitation	0.3
6/3/2024	SUS	Administrative quality control review of ballots input into KCC CaseView	SC	Solicitation	0.7
6/3/2024	SUS	Review ballots input into KCC CaseView	SC	Solicitation	0.7
6/3/2024	SYU	Review inquiry related to Swiftline re class 4 ballots and follow up with K&E	SOL	Solicitation	1.1
6/3/2024	SZA	Administrative quality control review of ballots input into KCC CaseView	CON	Solicitation	0.3
6/3/2024	TPE	Administrative quality control review of ballots input into KCC CaseView	CON	Solicitation	0.2

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6/1/2024 - 6/13/2024

Time Detail

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Position Type</u>	<u>Category</u>	<u>Hours</u>
6/4/2024	AGN	Draft and prepare voting report	SOL	Solicitation	2.3
6/4/2024	AGN	Administrative review of filed ballots and opt-out form	SOL	Solicitation	1.8
6/4/2024	ASK	Enter registration information onto spreadsheet	CON	Solicitation	3.8
6/4/2024	ASK	Process tax documents received for registration forms	CON	Solicitation	2.5
6/4/2024	DIM	Administrative quality control review of ballots input into KCC CaseView	CON	Solicitation	0.2
6/4/2024	HBU	Administrative quality control review of ballots input into KCC CaseView	CON	Solicitation	0.3
6/4/2024	IPA	Review ballots input into KCC CaseView	CON	Solicitation	0.1
6/4/2024	JEE	Reconcile registration tabulation data against Evercore allocation file	SEC	Disbursement	2.5
6/4/2024	JEE	Emails (multiple) w/ 1L lenders re: inquiries on registration documents, confirmation of forms submitted, etc	SEC	Disbursement	1.3
6/4/2024	JEE	Additional emails w/ lenders re: respond to inquiries on registration forms	SEC	Disbursement	1.0
6/4/2024	JEE	Prepare updated report of registrations received for Evercore and counsel	SEC	Disbursement	0.6
6/4/2024	JEE	Office conferences w/ securities team re: follow up on one-off registration/designation issues with 1L lenders	SEC	Disbursement	0.4
6/4/2024	JNG	Review and process received registration forms	SEC	Disbursement	2.8
6/4/2024	JNG	Update registration file with missing registration information and track changes	SEC	Disbursement	2.1
6/4/2024	JNG	Follow up with 1L lenders re missing registration information	SEC	Disbursement	1.8
6/4/2024	JNG	Coordinate audit of the tabulation file and processed registration forms(0.9); team meetings re status of the same(0.5)	SEC	Disbursement	1.4
6/4/2024	JNG	Respond to phone inquiries from 1L/DIP lenders re registration documents and event	SEC	Disbursement	1.4
6/4/2024	JNG	Team meetings re status of processed registration forms and outstanding cures	SEC	Disbursement	0.8
6/4/2024	KVR	Audit registration tabulation for forms received on 6/4	SEC	Disbursement	2.9
6/4/2024	KVR	Review Registration Form submission emails and confirm all processed	SEC	Disbursement	1.5
6/4/2024	KVR	Revisions to registration tabulation file	SEC	Disbursement	0.6
6/4/2024	KVR	Call w/ Jefferies team re: Registration forms and supporting documents	SEC	Disbursement	0.5

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6/1/2024 - 6/13/2024

Time Detail

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Position Type</u>	<u>Category</u>	<u>Hours</u>
6/4/2024	KVR	Email w/ Goldman Sachs re: registration form designation	SEC	Disbursement	0.3
6/4/2024	KVR	Email w/ Ellington confirming receipt of ECO Holdco registration form	SEC	Disbursement	0.3
6/4/2024	KVR	Email w/ Ellington to complete Second-Out Take-Back registration also	SEC	Disbursement	0.3
6/4/2024	KVR	Email w/ CTC confirm receipt of revised registration form	SEC	Disbursement	0.2
6/4/2024	KVR	Email w/ SLF confirming receipt of registration forms and supporting documents	SEC	Disbursement	0.2
6/4/2024	KVR	Email w/ Ellington confirming receipt of registration forms and supporting documents	SEC	Disbursement	0.2
6/4/2024	KVR	Email w/ RBC re: Carta equity upload file provides for single address for notice	SEC	Disbursement	0.2
6/4/2024	KVR	Email w/ Monroe Capital confirming receipt of registration forms and supporting documents	SEC	Disbursement	0.2
6/4/2024	KVR	Email w/ Goldman Sachs re: Holder Information Rollover checkbox	SEC	Disbursement	0.2
6/4/2024	PJM	Review ballots input into KCC CaseView	SOL	Solicitation	0.4
6/4/2024	SUS	Administrative quality control review of ballots input into KCC CaseView	SC	Solicitation	0.4
6/4/2024	SYU	Prepare ballot ID and PINs for claims related to Swiftline and send to counsel	SOL	Solicitation	1.9
6/4/2024	TPE	Administrative quality control review of ballots input into KCC CaseView	CON	Solicitation	0.1
6/5/2024	AGN	Administrative review of filed ballots and opt-out form	SOL	Solicitation	2.1
6/5/2024	AGN	Draft and prepare voting report	SOL	Solicitation	1.9
6/5/2024	AGN	Respond to creditor inquires re balloting and voting deadline	SOL	Solicitation	1.6
6/5/2024	AGN	Review solicitation procedures re disputed claims(0.4); prepare report re same(0.8)	SOL	Solicitation	1.2
6/5/2024	BIF	Review ballots input into KCC CaseView	CON	Solicitation	0.2
6/5/2024	DIM	Administrative quality control review of ballots input into KCC CaseView	CON	Solicitation	0.5
6/5/2024	HBU	Administrative quality control review of ballots input into KCC CaseView	CON	Solicitation	0.2
6/5/2024	IPA	Review ballots input into KCC CaseView	CON	Solicitation	0.1
6/5/2024	JCN	Administrative quality control review of ballots input into KCC CaseView	SC	Solicitation	0.4

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Time Detail

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Position Type</u>	<u>Category</u>	<u>Hours</u>
6/5/2024	JEE	Reconcile registration tabulation data against Evercore allocation file	SEC	Disbursement	3.1
6/5/2024	JEE	Update registration tabulation file w/ term loan and equity allocation data	SEC	Disbursement	1.5
6/5/2024	JEE	Follow up emails w/ foreign 1L lenders re: issuance of REG S equity	SEC	Disbursement	1.2
6/5/2024	JEE	Emails w/ lenders re: status of registrations	SEC	Disbursement	1.0
6/5/2024	JEE	Follow up emails w/ lenders who have not yet submitted registration data	SEC	Disbursement	0.5
6/5/2024	JEE	Prep updated report of registrations for counsel	SEC	Disbursement	0.4
6/5/2024	JEE	Email w/ counsel re: REG S questionnaire responses	SEC	Disbursement	0.2
6/5/2024	JNG	Review and process received registration forms	SEC	Disbursement	2.9
6/5/2024	JNG	Follow up with 1L lenders re missing registration information	SEC	Disbursement	2.7
6/5/2024	JNG	Update registration file with missing registration information and track changes	SEC	Disbursement	1.9
6/5/2024	JNG	Respond to phone inquiries from 1L/DIP lenders re registration documents and event	SEC	Disbursement	1.8
6/5/2024	JNG	Team meetings re status of processed registration forms and outstanding cures	SEC	Disbursement	0.8
6/5/2024	KVR	Review Registration Form submission emails and confirm all processed	SEC	Disbursement	2.1
6/5/2024	KVR	Audit registration tabulation for forms received on 6/5	SEC	Disbursement	2.1
6/5/2024	KVR	Email w/ Goldman Sachs re: receipt of registration forms and deficiencies for cure	SEC	Disbursement	0.9
6/5/2024	KVR	Email w/ Morgan Stanley re: registration form deficiencies and required cures	SEC	Disbursement	0.5
6/5/2024	KVR	Email w/ Bain Capital confirming receipt of registration forms and supporting documents	SEC	Disbursement	0.4
6/5/2024	KVR	Email w/ BkackRock re: receipt of registration forms and supporting documents	SEC	Disbursement	0.4
6/5/2024	KVR	Email w/ JP Morgan re: take-back facility registration section	SEC	Disbursement	0.4
6/5/2024	KVR	Email w/ Morgan Stanley confirming receipt of registration forms and supporting documents	SEC	Disbursement	0.4
6/5/2024	KVR	Email w/ BlackRock re: request for tax forms for all BlackRock entities	SEC	Disbursement	0.3
6/5/2024	KVR	Email w/ Bank of America re: take-back facility registration section	SEC	Disbursement	0.3

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Time Detail

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Position Type</u>	<u>Category</u>	<u>Hours</u>
6/5/2024	KVR	Email w/ Morgan Stanley re: registration form deficiency for New Haven Senior Loan Fund LP	SEC	Disbursement	0.3
6/5/2024	KVR	Email w/ Goldman Sachs re: receipt of registration forms and supporting documents	SEC	Disbursement	0.3
6/5/2024	KVR	Email w/ Morgan Stanley re: receipt of registration forms and supporting documents	SEC	Disbursement	0.3
6/5/2024	KVR	Email w/ Caspian re: non-US fund check box	SEC	Disbursement	0.3
6/5/2024	MCL	Administrative quality control review of ballots input into KCC CaseView	CON	Solicitation	0.1
6/5/2024	MWC	Review ballots input into KCC CaseView	CON	Solicitation	0.2
6/5/2024	SUS	Administrative quality control review of ballots input into KCC CaseView	SC	Solicitation	0.5
6/5/2024	SUS	Review ballots input into KCC CaseView	SC	Solicitation	0.3
6/5/2024	SYU	Prepare and format ballot report	SOL	Solicitation	1.5
6/5/2024	SYU	Perform quality check on ballot review to ensure accuracy	SOL	Solicitation	0.9
6/5/2024	SYU	Review duplicative ballots on KCC CaseView	SOL	Solicitation	0.9
6/5/2024	SYU	Review voting declaration draft(0.6); correspondence with case team re same(0.2)	SOL	Solicitation	0.8
6/5/2024	SYU	Meeting with KCC Team re quality checks on ballot review	SOL	Solicitation	0.4
6/5/2024	SYU	Send counsel the updated ballot report	SOL	Solicitation	0.1
6/5/2024	SZA	Administrative quality control review of ballots input into KCC CaseView	CON	Solicitation	0.4
6/5/2024	TPE	Administrative quality control review of ballots input into KCC CaseView	CON	Solicitation	0.1
6/6/2024	AGN	Draft and prepare voting report(2.1); correspondence with client re same(0.4)	SOL	Solicitation	2.5
6/6/2024	AGN	Administrative review of filed ballots and opt-out forms	SOL	Solicitation	2.4
6/6/2024	IPA	Review ballots input into KCC CaseView	CON	Solicitation	0.1
6/6/2024	JEE	Process registration forms from 1L and DIP lenders	SEC	Disbursement	3.5
6/6/2024	JEE	Reconcile registration tabulation data against Evercore allocation file	SEC	Disbursement	2.8
6/6/2024	JEE	Additional email communications w/ lenders re: corrections to registration forms and designation issues	SEC	Disbursement	1.9

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Time Detail

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Position Type</u>	<u>Category</u>	<u>Hours</u>
6/6/2024	JEE	Emails w/ lenders (multiple) re: designation reconciliation	SEC	Disbursement	1.4
6/6/2024	JEE	Emails w/ lenders re: REG S issuance of new equity	SEC	Disbursement	0.7
6/6/2024	JEE	Call w/ counsel and financial advisors re: status of allocation data for new equity and exit notes	SEC	Disbursement	0.5
6/6/2024	JEE	Office conference w/ securities team re: status of registrations from lenders	SEC	Disbursement	0.5
6/6/2024	JEE	Emails w/ Evercore re: discrepancies between registrations submitted and allocation calculations	SEC	Disbursement	0.5
6/6/2024	JEE	Prepare report of registration data for counsel	SEC	Disbursement	0.5
6/6/2024	JEE	Emails w/ evercore re: reallocation of designation shares between 4(a)(2) and 1145 issuances	SEC	Disbursement	0.4
6/6/2024	JNG	Follow up with 1L lenders re missing registration information	SEC	Disbursement	2.9
6/6/2024	JNG	Respond to phone inquiries from 1L/DIP lenders re registration documents and event	SEC	Disbursement	2.8
6/6/2024	JNG	Review and process received registration forms	SEC	Disbursement	2.2
6/6/2024	JNG	Extract signature pages and tax forms	SEC	Disbursement	1.8
6/6/2024	JNG	Update registration file with missing registration information and track changes	SEC	Disbursement	1.8
6/6/2024	KVR	Processed registration forms and supporting documents received by submission deadline	SEC	Disbursement	2.9
6/6/2024	KVR	Audit registration tabulation for forms received on 6/6	SEC	Disbursement	2.1
6/6/2024	KVR	Review and confirm receipt of cured deficiencies	SEC	Disbursement	1.6
6/6/2024	KVR	Review Registration Form submission emails and confirm all processed	SEC	Disbursement	1.3
6/6/2024	KVR	Email w/ BkackRock re: receipt of signature pages	SEC	Disbursement	0.5
6/6/2024	KVR	Email w/ BlackRock re: drop box access to upload signature pages	SEC	Disbursement	0.5
6/6/2024	KVR	Email w/ BlackRock re: registration form deficiencies that require curing	SEC	Disbursement	0.2
6/6/2024	KVR	Email w/ Carlyle re: receipt of registration forms and supporting documents	SEC	Disbursement	0.2
6/6/2024	SYU	Meeting with KCC Team re voting declaration	SOL	Solicitation	0.2
6/7/2024	AGN	Draft and prepare voting report	SOL	Solicitation	2.9

Verita

6/1/2024 - 6/13/2024

Time Detail

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Position Type</u>	<u>Category</u>	<u>Hours</u>
6/7/2024	AGN	Administrative review of filed ballots and opt-out form	SOL	Solicitation	2.1
6/7/2024	JEE	Admin review of registration tabulation file and reconciliation with equity and exit term loan allocation numbers	SEC	Disbursement	3.2
6/7/2024	JEE	Review vote certification	SEC	Solicitation Fee App	1.0
6/7/2024	JEE	Admin review of outstanding registration data from lenders	SEC	Disbursement	0.8
6/7/2024	JEE	Emails w/ Evercore and counsel re: discrepancies between registration file and allocation file	SEC	Disbursement	0.6
6/7/2024	JEE	Email w/ Morgan Stanley re: following up on missing registration data	SEC	Disbursement	0.5
6/7/2024	JEE	Emails w/ counsel for exit loan agent re: KYC data room access	SEC	Disbursement	0.3
6/7/2024	JNG	Prepare and upload tax documents re registrations	SEC	Disbursement	2.3
6/7/2024	JNG	Review data room documents and prepare for tax form upload	SEC	Disbursement	0.7
6/7/2024	KVR	Audit all registration forms received to date	SEC	Disbursement	2.1
6/7/2024	KVR	Review and audit Firmex site for upload of registration forms, signature pages, admin details and tax forms	SEC	Disbursement	1.1
6/7/2024	KVR	Audit all emails for submissions of registration forms	SEC	Disbursement	0.9
6/7/2024	KVR	Review of registration forms and cures received	SEC	Disbursement	0.8
6/7/2024	KVR	Review draft voting agent declaration	SEC	Solicitation Fee App	0.5
6/7/2024	KVR	Review of list of deficiencies for cure and status	SEC	Disbursement	0.5
6/7/2024	KVR	Email w/ counsel confirming Verita has received WSFS register and Carta shareholder upload file template	SEC	Disbursement	0.3
6/7/2024	KVR	Email w/ JP Morgan re: confirmation of receipt of tax form	SEC	Disbursement	0.2
6/7/2024	PJM	Review draft ballot declaration and provide comments	SOL	Solicitation	0.6
6/7/2024	SYU	Prepare and format the ballot tabulation exhibits	SOL	Solicitation	3.8
6/7/2024	SYU	Review voting declaration in similar cases for preparation	SOL	Solicitation	1.1
6/7/2024	SYU	Meeting with KCC Team re Voting Report Declaration	SOL	Solicitation	0.5
6/7/2024	SYU	Send Voting Declaration to K&E for review	SOL	Solicitation	0.2

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6/1/2024 - 6/13/2024

Time Detail

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Position Type</u>	<u>Category</u>	<u>Hours</u>
6/9/2024	JEE	Review JP Morgan Chase registration data and designation information for confirmation	SEC	Disbursement	0.5
6/9/2024	JEE	Update dataroom to grant access to WSFS	SEC	Disbursement	0.3
6/9/2024	JNG	Monitor emails re data room access	SEC	Disbursement	0.4
6/10/2024	JEE	Prepare Carta issuance file for allocation of new equity	SEC	Disbursement	3.2
6/10/2024	JEE	Double check reconciliation of new shares and exit term loans against registration data	SEC	Disbursement	2.5
6/10/2024	JEE	Attend confirmation hearing	SEC	Solicitation Fee App	2.1
6/10/2024	JEE	Prepare exit facility register for WSFS	SEC	Disbursement	1.9
6/10/2024	JEE	Revise register for WSFS w/ comments from counsel	SEC	Disbursement	0.5
6/10/2024	JEE	Emails w/ counsel re: respond to inquiries re: issuance files	SEC	Disbursement	0.4
6/10/2024	JEE	Emails w/ counsel and Evercore re: new equity issuance file	SEC	Disbursement	0.2
6/10/2024	JNG	Review final registration tabulation file(2.2); team meeting re status of the same(0.4)	SEC	Disbursement	2.6
6/10/2024	JNG	Verify data room KYC and tax forms	SEC	Disbursement	2.3
6/10/2024	JNG	Follow up with 1L lenders re provided registration information	SEC	Disbursement	1.4
6/10/2024	KVR	Provide comments to counsel Carta equity distribution file issues	SEC	Disbursement	0.8
6/10/2024	KVR	Update master registration file per comments from counsel	SEC	Disbursement	0.5
6/10/2024	KVR	Review of Carta equity registration file comments from counsel	SEC	Disbursement	0.5
6/10/2024	KVR	Email w/ counsel re: clarification on Barclays, Caspian and KKR registrations	SEC	Disbursement	0.5
6/10/2024	KVR	Review Carta equity distribution file	SEC	Disbursement	0.5
6/10/2024	KVR	Review registration cure submissions	SEC	Disbursement	0.5
6/10/2024	KVR	Update Carta equity distribution file with comments from counsel	SEC	Disbursement	0.3
6/10/2024	KVR	Email w/ securities team confirming Carta equity distribution file discrepancy related to share reserve	SEC	Disbursement	0.3
6/10/2024	KVR	Email w/ securities team re: discrepancy in Carta equity distribution file and FA allocation file	SEC	Disbursement	0.3

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Time Detail

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Position Type</u>	<u>Category</u>	<u>Hours</u>
6/10/2024	KVR	Email w/ UBS re: confirmation of final take-back facilities allocation	SEC	Disbursement	0.3
6/10/2024	KVR	Email w/ KKR re: status of registration form	SEC	Disbursement	0.3
6/11/2024	JEE	Reconcile discrepancies between naming conventions of registrations and allocation files identified by counsel	SEC	Disbursement	2.3
6/11/2024	JEE	Prepare updated Carta issuance file and takeback term loan register for counsel	SEC	Disbursement	1.7
6/11/2024	JEE	Process additional 1L lender registration submissions	SEC	Disbursement	0.6
6/11/2024	JEE	Emails w/ counsel re: responses to inquiries on registration discrepancies	SEC	Disbursement	0.5
6/11/2024	JNG	Review supplemental equity registration forms and open items	SEC	Disbursement	1.8
6/11/2024	JNG	Upload additional tax forms and KYC documents to the data room(1.2); team meeting re status of the same(0.4)	SEC	Disbursement	1.6
6/11/2024	JNG	Team meeting re the registration reconciliation and pending items	SEC	Disbursement	0.3
6/11/2024	KVR	Review of additional comments to Carta equity file from counsel	SEC	Disbursement	1.1
6/11/2024	KVR	Prepare response to Carta equity file comments from counsel	SEC	Disbursement	0.6
6/11/2024	KVR	Email w/ securities team re: upload cures to Firmex site	SEC	Disbursement	0.5
6/11/2024	KVR	Email w/ KKR re: status of tax form	SEC	Disbursement	0.2
6/11/2024	KVR	Email w/ KKR re: confirmation of receipt of registration form	SEC	Disbursement	0.2
6/11/2024	KVR	Email w/ counsel re: response to comments to Carta equity file	SEC	Disbursement	0.2
6/11/2024	KVR	Email w/ KKR requesting tax form	SEC	Disbursement	0.2
6/12/2024	JEE	Update take back debt register to reflect comments from counsel and updated data from lenders	SEC	Disbursement	0.5
6/12/2024	JEE	Email w/ WSFS counsel re: updated KYC and tax documents of various lenders	SEC	Disbursement	0.3
6/12/2024	JEE	Email w/ counsel re: updates to take back debt register	SEC	Disbursement	0.2
6/12/2024	JNG	Review equity registrations and open items	SEC	Disbursement	1.8
6/12/2024	JNG	Follow up with 1L lenders re provided registration information	SEC	Disbursement	0.8
6/12/2024	KVR	Update registration file for recently received cures	SEC	Disbursement	0.6

Verita

6/1/2024 - 6/13/2024

Time Detail

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Position Type</u>	<u>Category</u>	<u>Hours</u>
6/12/2024	KVR	Email w/ UBS re: status of Admin Questionnaire	SEC	Disbursement	0.2
6/12/2024	KVR	Email w/ UBS re: confirmation of receipt of Admin Questionnaire	SEC	Disbursement	0.2
6/12/2024	KVR	Email w/ UBS re: Admin Questionnaire deficiency	SEC	Disbursement	0.2
6/13/2024	JEE	Prepare updated issuance file w/ comments from counsel	SEC	Disbursement	0.5
6/13/2024	JEE	Follow up w/ Goldman Sachs re: AI questionnaire status	SEC	Disbursement	0.2
6/13/2024	JNG	Conference call with Kirkland team re the emergence process and final Carta file	SEC	Disbursement	0.5
6/13/2024	JNG	Team meeting re status of the distribution equity carta file	SEC	Disbursement	0.3
6/13/2024	KVR	Call w/ counsel and Carta re: new common stock upload file	SEC	Disbursement	0.4
6/13/2024	KVR	Email w/ counsel re: registration form for Senior Credit UWF LLC, as designee	SEC	Disbursement	0.3

Verita

6/1/2024 - 6/13/2024

Expenses

<u>Description</u>	<u>Units</u>	<u>Rate</u>	<u>Amount</u>
Printing and Mailing Expenses			\$0.00
		Total Expenses	\$0.00

Verita

6/1/2024 - 6/13/2024

Printing and Mailing Expenses

<u>Post Date</u>	<u>Mailing Name</u>	<u>Quantity</u>	<u>Description</u>	<u>Rate</u>	<u>Total</u>
Total Printing and Mailing Expenses					\$0.00