

Fill in this information to identify the case:

Debtor Thrasio, LLC

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

Case number 24-11902

**Official Form 410
Proof of Claim**

04/22

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

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

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

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

Part 1: Identify the Claim

1. Who is the current creditor?	<u>Crum and Forster Specialty Insurance Company</u> Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
	See summary page	
	Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	
	Contact phone <u>9735610468</u>	Contact phone _____
Contact email <u>sydney.darling@cfins.com</u>	Contact email _____	
Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____		
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	



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

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

7. How much is the claim? \$ 0. Does this amount include interest or other charges?
 No
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

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

9. Is all or part of the claim secured? No
 Yes. The claim is secured by a lien on property.
Nature or property:
 Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
 Motor vehicle
 Other. Describe: See Addendum
Basis for perfection: See Addendum
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: \$ 0
Amount of the claim that is secured: \$ 0
Amount of the claim that is unsecured: \$ 0 (The sum of the secured and unsecured amount should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: \$ 0
Annual Interest Rate (when case was filed) _____ %
 Fixed
 Variable

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

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



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

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

<input type="checkbox"/> No		
<input checked="" type="checkbox"/> Yes. Check all that apply:		Amount entitled to priority
<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).		\$ _____
<input type="checkbox"/> Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).		\$ _____
<input type="checkbox"/> Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).		\$ _____
<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).		\$ _____
<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).		\$ _____
<input checked="" type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)(<u>2</u>) that applies.		\$ <u>0</u> _____

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

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

No

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

\$ _____

Part 3: Sign Below

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

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

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

Check the appropriate box:

I am the creditor.

I am the creditor's attorney or authorized agent.

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

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

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

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

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

Executed on date 05/06/2024
MM / DD / YYYY

/s/Sydney Darling
Signature

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

Name Sydney Darling
First name Middle name Last name

Title Assistant Chief Counsel

Company Crum and Forster
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address _____

Contact phone _____ Email _____



KCC ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (866) 967-0496 | International +1 (310) 751-2696

Debtor: 24-11902 - Thrasio, LLC		
District: District of New Jersey, Trenton Division		
Creditor: Crum and Forster Specialty Insurance Company Sydney J. Darling 305 Madison Avenue Morristown, NJ, 07928 United States Phone: 9735610468 Phone 2: Fax: Email: sydney.darling@cfins.com	Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement:	
	Has Related Claim: No Related Claim Filed By:	
	Filing Party: Creditor	
Other Names Used with Debtor:	Amends Claim: No Acquired Claim: No	
Basis of Claim: Obligations under insurance policy	Last 4 Digits: No	Uniform Claim Identifier:
Total Amount of Claim: 0	Includes Interest or Charges: No	
Has Priority Claim: Yes	Priority Under: 11 U.S.C. §507(a)(2): 0	
Has Secured Claim: Yes: 0 Amount of 503(b)(9): No Based on Lease: No Subject to Right of Setoff: Yes, See Addendum	Nature of Secured Amount: Other Describe: See Addendum Value of Property: 0 Annual Interest Rate: Arrearage Amount: 0 Basis for Perfection: See Addendum Amount Unsecured: 0	
Submitted By: Sydney Darling on 06-May-2024 4:09:54 p.m. Eastern Time Title: Assistant Chief Counsel Company: Crum and Forster		

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

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

In re:

THRASIO HOLDINGS, INC., *et al.*,

Debtors.

Chapter 11

Case No. 24-11840 (CMG)

Jointly Administered

ADDENDUM TO PROOF OF CLAIM

Crum & Forster Specialty Insurance Company (“Claimant”) files this proof of claim based on amounts that may be due Claimant under an insurance policy that Claimant issued to Thrasio, LLC (the “Debtor”), a debtor in the above-captioned consolidated bankruptcy case, for which Claimant may have exposure.

Background

1. On February 28, 2024 (the “Petition Date”), the Debtor and certain of its affiliates filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of New Jersey.

2. The original docket number assigned to the Debtor was 24-11902; however, on March 1, 2024, the Court entered an order [ECF 64] directing joint administration of multiple related bankruptcy cases under the above-captioned docket number.

3. Prior to the Petition Date, the Debtor obtained a certain insurance policy from the Claimant, namely Excess Liability Policy No. CYB-105583 (the “Policy”), covering the policy

year February 20, 2023 through February 20, 2024.¹ Prior to the expiration of the Policy, coverage was extended via endorsement through August 20, 2024.

4. The Policy contains a self-insured retention of \$500,000.

5. With respect to the Policy, Claimant has a claim for any obligation of the Debtor (including its assigns, transferees and/or successors-in-interest) to Claimant that may arise in connection with any insurance claims made under the Policy, including but not limited to any applicable deductible and self-insured retention (“SIR”) obligations. To the extent any such claim is deemed to have arisen post-petition, Claimant asserts an administrative priority claim. Claimant also asserts a secured claim in connection with any setoff and recoupment rights to the extent applicable.

Reservation of Rights

6. Nothing contained in this Proof of Claim shall constitute a waiver of (i) the right to have final orders in non-core matters entered only after de novo review by a District Court Judge (ii) the right to trial by jury in any proceeding triable in this case or any case, controversy, or proceedings related to this case; (iii) the right to have the District Court withdraw the reference in any matter subject to mandatory or discretionary abstention; (iv) any objection to the jurisdiction or venue of this Court; (v) an election of remedy; (vi) the right to amend this Proof of Claim; (vii) the right to assert claims for attorneys’ fees and costs which may accrue or have accrued; and/or (viii) any other right, claim, defense, action, setoff, or recoupment, in law or in equity, under any agreement, all of which are expressly reserved.

¹ The Policy is not attached to this Proof of Claim as it is voluminous and may contain confidential information. The Policy will be made available to interested parties upon request, subject to an appropriate confidentiality agreement, as applicable.

7. Nothing in this Proof of Claim (including, without limitation, statements as to the amount of Claimant's secured and/or unsecured or deficiency claim) shall constitute an admission of any fact or matter, and Claimant reserves all its rights and positions in any manner relating thereto. Claimant further reserves all rights, claims, and defenses regarding claims made against the Policy. Nothing herein shall be deemed an admission with respect to such claims nor shall anything herein be construed as a waiver of any of Claimant's rights, claims or defenses.

8. Claimant reserves the right to deny coverage should the Debtor, including any assigns, transferees and/or successors-in-interest, fail to meet any SIR obligations under the Policy.

9. Claimant reserves the right to object to the assignment of the Policy to any third party, including, without limitation, any purchaser of the Debtor or any of the Debtor's assets.

10. Claimant reserves the right to assert that all or a portion of its claim is entitled to administrative priority to the extent such claim (or a portion thereof) arose post-petition.

11. Claimant reserves the right to assert any and all available rights to setoff and/or recoupment against any sums claimed owed by it to the Debtor or its assigns, transferees and/or successors-in-interest.

12. Claimant reserves all of its rights pursuant to the Policy, at law, and in equity, none of which have been waived in whole or in part. Claimant also reserves the right amend and/or supplement this Proof of Claim even after any Bar Date.