Docket #0006 Date Filed: 2/16/2026

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF NEW YORK

In re:	Chapter 11
Vanderbilt Minerals, LLC,	Case No. 26-60110(WAK)
Debtor.[1]	

APPLICATION FOR ENTRY OF AN ORDER AUTHORIZING THE APPOINTMENT OF KURTZMAN CARSON CONSULTANTS, LLC DBA VERITA GLOBAL AS CLAIMS AND NOTICING AGENT EFFECTIVE AS OF THE PETITION DATE

The debtor and debtor in possession in the above-captioned case (the "Debtor") hereby submits this application (the "Application") for entry of an order, substantially in the form of Exhibit A hereto (the "Order") pursuant to section 156(c) of title 28 of the United States Code and section 105(a) of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the "Bankruptcy Code"), appointing Kurtzman Carson Consultants, LLC dba Verita Global ("Verita") as claims and noticing agent ("Claims and Noticing Agent") in the Debtor's chapter 11 case (the "Chapter 11 Case"). In support of the Application, the Debtor respectfully represents as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction over the Application pursuant to 28 U.S.C. §§ 157 and 1334.

2. This is a core proceeding under 28 U.S.C. § 157(b)(2).

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

4. The statutory and rule-based predicates for the relief requested herein are section 156(c) of title 28 of the United States Code, section 105(a) of the Bankruptcy Code, Rule

[1] The Debtor is Vanderbilt Minerals, LLC (EIN 13-1432885). The Debtor's noticing address in this chapter

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2002(f) of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and Rule 2002-1 of the Local Rules of Bankruptcy Procedure of the United States Bankruptcy Court for the Northern District of New York (the "Local Rules").

RELIEF REQUESTED

5. By this Application, the Debtor seeks entry of an order appointing Verita as its Claims and Noticing Agent, effective as of the Petition Date, assuming full responsibility for the distribution of notices and the maintenance, processing, and docketing of proofs of claim filed in the Chapter 11 Case. In support of this Application, the Debtor submits the Declaration of Evan Gershbein, Executive Vice President at Verita (the "Gershbein Declaration"), attached hereto as Exhibit B and incorporated by reference herein.

6. The terms of Verita's retention are set forth in the Engagement Agreement attached hereto as Exhibit C (the "Engagement Agreement"). Through this Application, the Debtor is seeking approval solely of the terms and provisions set forth herein and in the proposed order attached hereto.

BACKGROUND

7. On the Petition Date,[2] the Debtor commenced a case under chapter 11 of the Bankruptcy Code (the "Chapter 11 Case"). The Debtor is authorized to continue to operate its business and manage its properties as a debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

8. The Debtor is a global supplier of mineral products, operating mines and processing facilities in six different states. The Debtor mines bentonite clay, kaolin clay, pyrophyllite and wollastonite and processes and sells products used in industrial applications

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11 case is 33 Winfield Street, Norwalk, Connecticut 06855.

[2] Capitalized terms not defined herein shall have the meanings ascribed to them in the First Day Declaration.

(e.g., construction coatings, ceramics and refractories) and life sciences (e.g., pharmaceuticals, personal care, animal care, agriculture and horticulture). Prior to 2008, a predecessor in interest to the Debtor mined and sold talc for use in industrial applications, which is the source of the litigation and judgments that have led to the commencement of this Chapter 11 Case.

9. Concurrently with the filing of this Application, the Debtor has also filed the Bidding Procedures Motion by which the Debtor seeks to sell substantially all of its assets to one or more bidders through an in-court sale process.

10. Also concurrently with the filing of this Application, the Debtor has filed the DIP Financing Motion seeking approval of postpetition financing, the proceeds of which the Debtor will utilize to fund the Chapter 11 Case and to continue to operate as a debtor in possession.

11. Also concurrently with the filing of this Application, the Debtor has filed the Settlement Motion, pursuant to which the Debtor seeks authority to enter into the Settlement Agreement with certain of its non-debtor affiliates.

12. A comprehensive description of the Debtor's business and operations, capital structure and the events leading to the commencement of the Chapter 11 Case can be found in the *Declaration of Dean Vomero, Chief Restructuring Officer of Vanderbilt Minerals, LLC, in Support of First Day Motions of Debtor and Debtor in Possession* (the "First Day Declaration"), which was filed contemporaneously herewith and is incorporated by reference.

VERITA'S QUALIFICATIONS

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

facilitating other administrative aspects of chapter 11 cases and experience in matters of this size and complexity. Verita's professionals have acted as debtors' administrative advisor and/or official claims and noticing agent in many large bankruptcy cases nationwide.

14. By appointing Verita as the Claims and Noticing Agent in this Chapter 11 Case, the distribution of notices and the processing of claims will be expedited, and the Clerk's office will be relieved of the administrative burden of processing a large number of claims.

SERVICES TO BE PROVIDED

15. This Application pertains only to the work to be performed by Verita under the Clerk's delegation of duties permitted by 28 U.S.C. § 156(c). Specifically, Verita will perform the following tasks in its role as Claims and Noticing Agent (the "Claims and Noticing Services"), as well as all quality control relating thereto:

(a) Prepare and serve required notices and documents in this Chapter 11 Case in accordance with the Bankruptcy Code and the Bankruptcy Rules in the form and manner directed by the Debtor and/or the Court, including (i) notice of the commencement of the chapter 11 case and the initial meeting of creditors under Bankruptcy Code § 341(a), (ii) notice of any claims bar date, (iii) notices of transfers of claims, (iv) notices of objections to claims and objections to transfers of claims, (v) notices of any hearings on a disclosure statement and confirmation of the Debtor's plan or plans of reorganization, including under Bankruptcy Rule 3017(d), (vi) notice of the effective date of any plan and (vii) all other notices, orders, pleadings, publications and other documents as the Debtor or Court may deem necessary or appropriate for an orderly administration of the chapter 11 case.

(b) Maintain an official copy of the Debtor's schedules of assets and liabilities and statement of financial affairs (collectively, "Schedules"), listing the Debtor's known creditors and the amounts owed thereto;

(c) Maintain (i) a list of all potential creditors, equity holders and other parties-in-interest; and (ii) a "core" mailing list consisting of all parties described in sections 2002(i), (j) and (k) and those parties that have filed a notice of appearance pursuant to Bankruptcy Rule 9010; and update said lists and make said lists available upon request by a party-in-interest or the Clerk;

(d) Furnish a notice to all potential creditors of the last date for the filing of proofs of claim and a form for the filing of a proof of claim, after such notice and form are approved by this Court, and notify said potential creditors of the existence, amount and classification of their respective claims as set forth in the Schedules, which may be effected by inclusion of such information (or the lack thereof, in cases where the Schedules indicate no debt due to the subject party) on a customized proof of claim form provided to potential creditors;

(e) Maintain a post office box or address for the purpose of receiving claims and returned mail, and process all mail received;

(f) For *all* notices, motions, orders or other pleadings or documents served, prepare and file or caused to be filed with the Clerk an affidavit or certificate of service within seven (7) business days of service which includes (i) either a copy of the notice served or the docket numbers(s) and title(s) of the pleading(s) served, (ii) a list of persons to whom it was mailed (in alphabetical order) with their addresses, (iii) the manner of service, and (iv) the date served;

(g) Process all proofs of claim received, including those received by the Clerk's Office, and check said processing for accuracy, and maintain the original proofs of claim in a secure area;

(h) Provide an electronic interface for filing proofs of claim;

(i) Maintain the official claims register for the Debtor (the "Claims Register") on behalf of the Clerk on a case specific website; upon the Clerk's request, provide the Clerk with a certified, duplicate unofficial Claims Register; and specify in the Claims Register the following information for each claim docketed: (i) the claim number assigned, (ii) the date received, (iii) the name and address of the claimant and agent, if applicable, who filed the claim, (iv) the amount asserted, (v) the asserted classification(s) of the claim (*e.g.*, secured, unsecured, priority, *etc*.), (vi) the applicable Debtor, and (vii) any disposition of the claim;

(j) Provide public access to the Claims Register, including complete proofs of claim with attachments, if any, without charge;

(k) Implement necessary security measures to ensure the completeness and integrity of the Claims Register and the safekeeping of the original claims;

(l) Record all transfers of claims and provide any notices of such transfers as required by Bankruptcy Rule 3001(e);

(m) Relocate, by messenger or overnight delivery, all of the court-filed proofs of claim to the offices of Verita, not less than weekly;

(n) Upon completion of the docketing process for all claims received to date for each case, turn over to the Clerk copies of the Claims Register for the Clerk's review (upon the Clerk's request);

(o) Monitor the Court's docket for all notices of appearance, address changes, and claims-related pleadings and orders filed and make necessary notations on and/or changes to the Claims Register and any service or mailing lists, including to identify and eliminate duplicative names and addresses from such lists;

(q) Assist in the dissemination of information to the public and respond to requests for administrative information regarding the case as directed by the Debtor or the Court, including through the use of a case website and/or call center.

(r) If the case is converted to a case under chapter 7 of the Bankruptcy Code, contact the Clerk's Office within three (3) days of the notice to Verita of entry of the order converting the case;

(s) Thirty (30) days prior to the close of this chapter 11 case, to the extent practicable, request that the Debtor submit to the Court a proposed Order dismissing Verita and terminating the services of such agent upon completion of its duties and responsibilities and upon the closing of this case;

(t) Within seven (7) days of notice to Verita of entry of an order closing the chapter 11 case, provide to the Court the final version of the Claims Registers as of the date immediately before the close of the chapter 11 case; and

(u) At the close of this case, (i) box and transport all original documents, in proper format, as provided by the Clerk's Office, to any location requested by the Clerk's Office; and (ii) docket a completed SF-135 Form indicating the accession and location numbers of the archived claims.

PROFESSIONAL COMPENSATION

16. The Debtor respectfully requests that the undisputed fees and expenses incurred by Verita in the performance of the above services be treated as administrative expenses of the Debtor's chapter 11 estate pursuant to 28 U.S.C. § 156(c) and 11 U.S.C. § 503(b)(1)(A) and be

paid in the ordinary course of business without further application to or order of the Court. Verita agrees to maintain records of all services showing dates, categories of services, fees charged and expenses incurred and to serve monthly invoices on the Debtor, the office of the United States Trustee for the Northern District of New York, counsel for the Debtor, counsel for any official committee, if any, monitoring the expenses of the Debtor and any party-in-interest who specifically requests service of the monthly invoices. If any dispute arises relating to the Engagement Agreement or monthly invoices, the parties shall meet and confer in an attempt to resolve the dispute; if resolution is not achieved, the parties may seek resolution of the matter from the Court.

17. Prior to the Petition Date, the Debtor provided Verita a retainer in the amount of $40,000. Verita seeks to first apply the retainer to all pre-petition invoices, and thereafter, to have the retainer replenished to the original retainer amount, and thereafter, to hold the retainer under the Engagement Agreement during the chapter 11 case as security for the payment of fees and expenses incurred under the Engagement Agreement.

VERITA'S DISINTERESTEDNESS

18. Although the Debtor does not propose to employ Verita under section 327 of the Bankruptcy Code (such retention will be sought by separate application, if necessary), Verita nonetheless has reviewed its electronic database to determine whether it has any relationships with the creditors and parties in interest provided by the Debtor, and, to the best of the Debtor's knowledge, information, and belief, and except as disclosed in the Gershbein Declaration, Verita has represented that it neither holds nor represents any interest materially adverse to the Debtor's estate in connection with any matter on which it would be employed.

19. Moreover, in connection with its retention as claims and noticing agent, Verita

represents in the Gershbein Declaration, among other things, that:

a. Verita is not a creditor of the Debtor;

b. Verita does not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as the claims and noticing agent in the chapter 11 case;

c. by accepting employment in the chapter 11 case, Verita waives any rights to receive compensation from the United States government in connection with the chapter 11 case;

d. in its capacity as the claims and noticing agent in the chapter 11 case, Verita will not be an agent of the United States and will not act on behalf of the United States;

e. Verita will not employ any past or present employees of the Debtor in connection with its work as the claims and noticing agent in the chapter 11 case;

f. Verita is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code with respect to the matters upon which it is engaged;

g. in its capacity as claims and noticing agent in the chapter 11 case, Verita will not intentionally misrepresent any fact to any person;

h. Verita shall be under the supervision and control of the Clerk's Office with respect to the receipt and recordation of claims and claim transfers;

i. Verita will comply with all requests of the Clerk's Office and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c); and

j. none of the services provided by Verita as claims and noticing agent in the chapter 11 case shall be at the expense of the Clerk's Office.

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

Basis for Relief

21. Section 156(c) of title 28 of the United States Code, which governs the staffing

and expenses of bankruptcy courts, and authorizes the Court to use "facilities" or "services" other than the Clerk's Office for administration of bankruptcy cases, provides as follows:

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

28 U.S.C. § 156(c).

22. In addition, Local Bankruptcy Rule 3002-1(a) provides as follows:

> Upon motion, the Court may permit a third party to perform the docketing and processing of claims at the estate's expense.

Local Bankruptcy Rule 3002-1(a).

23. The Bankruptcy Court is therefore authorized to utilize outside agents and facilities for notice and claims purposes, provided that the debtor's estate pays the cost of such services. In fact, in recognition of the efficiency gains provided by such outside agents, several bankruptcy courts have by local rule mandated their use in cases with large numbers of notice parties. See, e.g., LOCAL RULES FOR THE UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, Rule 5075-1 *Clerk's Use of Outside Services and Agents*; *Claims and Notice and Claims Agents* (mandating use of outside notice and claims agents in cases with more than 250 creditors and equity security holders); LOCAL RULES FOR THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE, Rule 2002-1 *Notices to Creditors, Equity Security Holders, United States and United States Trustee, Subpart (f) Notice and Claims Clerk* (outside agent required in cases with more than 200 creditors or parties in interest); LOCAL RULES FOR THE UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF ILLINOIS, Rule 2002-1, Rule 1007-2 Claims Registers,

Subpart B Claims Agent (required in cases of more than 500 creditors).

24. Here, the Debtor anticipates that there will be more than 2,500 creditors or other interested entities to be noticed in this case. Utilization of a claims and noticing agent will relieve the Court and the Debtor of a significant administrative burden and will also provide a mechanism by which proofs of claim can be filed efficiently and by which any party in interest who wishes to effect notice on all creditors may do so without burdening the Court's limited resources.

25. The Debtor respectfully submits that authorizing the relief requested herein is in the best interests of the Debtor's estate and all parties in interest, and particularly appropriate in this Chapter 11 Case due to the large number of creditors and parties-in-interest involved.

26. Courts in this circuit regularly approve the appointment of a notice and claims agent in large chapter 11 cases. See, e.g., In Crucible Industries, LLC, Case No. 24-31059 (WAK) [Docket No. 142] (Bankr. N.D.N.Y. 2025); In re M. Burton Marshall, Case No. 23-60263 (PGR) [Docket Nos. 251, 257] (Bankr. N.D.N.Y. Oct. 23, 2023); In re The Roman Catholic Diocese of Albany, New York, Case No. 23- 10244 (REL) (Bankr. N.D.N.Y. April 3, 2023) [Docket No. 74]; In re The Roman Catholic Diocese of Syracuse, New York, Case No. 20-30663 (MCR) (Bankr. N.D.N.Y. June 19, 2020); In re Coyne International Enterprises Corp., Case No. 15-31160 (MCR) (Bankr. N.D.N.Y., Aug. 6, 2015) [Docket No. 54]; In re Agway, Inc., Case No. 02-65872 (SDG) (Bankr. N.D.N.Y., Oct. 11, 2002) [Docket No. 38]; In re Barneys New York, Inc., Case No. 19-36300 (CGM) (Bankr. S.D.N.Y., Aug. 7, 2019) [Docket No. 55]; In re Sizmek Inc., Case No. 19-10971 (SMB) (Bankr. S.D.N.Y., April. 4, 2019) [Docket No. 36].

***Nunc Pro Tunc* Relief is Appropriate**

27. At the Debtor's request, Verita has been serving in a claims and noticing agent capacity since prior to the petition date with assurances that the Debtor would seek approval of its employment and retention effective nunc pro tunc to the petition date, so that Verita may be compensated for its pre-application services in the chapter 11 case. The Debtor believes that no party-in-interest will be prejudiced by the granting of the nunc pro tunc employment, as provided herein, because Verita has provided and continues to provide valuable services to the Debtor's estate in the interim period.

Notice

28. Notice of this Motion shall be provided to: (i) the Office of the United States Trustee for the Northern District of New York; (ii) the Top Calc Counsel List; (iii) counsel to the proposed DIP Lender; and (iv) any other party entitled to notice pursuant to Bankruptcy Rule 2002. The Debtor respectfully submits that no further notice of this Motion is required.

No Prior Request

29. No prior request for the relief sought herein has been made to this Court or any other court in connection with the Chapter 11 Case.

WHEREFORE, the Debtor respectfully requests that the Court enter the Order, substantially in the form attached hereto, granting the relief requested herein and granting such other relief as is just and proper.

Dated: February 16, 2026
Norwalk, Connecticut

/s/ Jeffrey Brohel
Jeffrey Brohel
General Counsel
Vanderbilt Minerals, LLC

Exhibit A

Proposed Order

THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF NEW YORK
UTICA DIVISION

In re:	Chapter 11
Vanderbilt Minerals, LLC,	Case No. 26-60110 (WAK)
Debtor.[1]	

ORDER AUTHORIZING THE APPOINTMENT OF KURTZMAN CARSON CONSULTANTS, LLC DBA VERITA GLOBAL AS CLAIMS AND NOTICING AGENT EFFECTIVE AS OF THE PETITION DATE

Upon the *Application for Entry of an Order Authorizing the Appointment of Kurtzman Carson Consultants, LLC dba Verita Global as Claims and Noticing Agent Effective as of the Petition Date* (the "Application") filed by the above-captioned debtor (the "Debtor"), and pursuant to the Gershbein Declaration and the Engagement Agreement; and the Court having found that the relief requested is in the best interests of the Debtor's estate, creditors and all other parties-in-interest; and the Court having found that due and sufficient notice of the

[1] The Debtor is Vanderbilt Minerals, LLC (EIN 13-1432885). The Debtor's noticing address in this chapter 11 case is 33 Winfield Street, Norwalk, Connecticut 06855.

Application was provided under the circumstances; and the Court having found that it has jurisdiction to consider the Application and grant the relief requested therein; and the Court having reviewed the Application and having determined that the legal and factual bases set forth therein establish just cause for the relief requested, and after due deliberation and sufficient cause appearing therefor;

IT IS HEREBY ORDERED THAT:

1. The Application is granted as set forth herein.

2. The Debtor is authorized to retain Verita, effective as of the Petition Date, under the terms of the Engagement Agreement, and Verita is authorized and directed to perform noticing services and to receive, maintain, record and otherwise administer the proofs of claim filed in the chapter 11 case, and all related tasks, all as described in the Application (the "Claims and Noticing Services").

3. Verita shall serve as the custodian of court records and shall be designated as the authorized repository for all proofs of claim filed in the chapter 11 case and is authorized and directed to maintain an official Claims Register for the Debtor, to provide public access to every proof of claim unless otherwise ordered by the Court and to provide the Clerk with a certified duplicate thereof upon the request of the Clerk.

4. Verita is authorized and directed to provide an electronic interface for filing proofs of claim and to obtain a post office box or address for the receipt of proofs of claim; and it is further

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

6. The Debtor is authorized to compensate Verita in accordance with the terms of

the Engagement Agreement upon the receipt of reasonably detailed invoices setting forth the services provided by Verita and the rates charged for each, and to reimburse Verita for all reasonable and necessary expenses it may incur, upon the presentation of appropriate documentation, without the need for Verita to file fee applications or otherwise seek Court approval for the compensation of its services and reimbursement of its expenses.

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

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

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

10. Verita may apply its retainer to all pre-petition invoices, which retainer shall be replenished to the original retainer amount, and thereafter, Verita may hold its retainer under the Engagement Agreement during the chapter 11 case as security for the payment of fees and expenses incurred under the Engagement Agreement.

11. The Debtor shall indemnify Verita under the terms of the Engagement Agreement.

12. To the extent applicable in the Engagement Agreement, all requests by Verita for the payment of indemnification shall be made by means of an application to the Court and shall

be subject to review by the Court to ensure that payment of such indemnity conforms to the terms of the Engagement Agreement and is reasonable under the circumstances of the litigation or settlement in respect of which indemnity is sought, provided, however, that in no event shall Verita be indemnified in the case of its own bad-faith, breach of fiduciary duty (if any), gross negligence or willful misconduct.

13. In the event Verita seeks reimbursement from the Debtor for attorneys' fees and expenses in connection with the payment of an indemnity claim, the invoices and supporting time records for the attorneys' fees and expenses shall be included in Verita's own applications, both interim and final, but determined by this Court after notice and a hearing.

14. In the event Verita is unable to provide the services set out in this order, Verita will immediately notify the Clerk and Debtor's attorney and cause to have all original proofs of claim and computer information turned over to another claims and noticing agent with the advice and consent of the Clerk and Debtor's attorney.

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

16. The Debtor and Verita is authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Application.

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

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

19. After entry of an order terminating Verita's services as the Claims and Noticing Agent, upon the closing of this chapter 11 case, or for any other reason, Verita shall be responsible for archiving all proofs of claim with the Federal Archives Record Administration, if applicable.

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

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Exhibit B

Gershbein Declaration

THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF NEW YORK
UTICA DIVISION

In re:	Chapter 11
Vanderbilt Minerals, LLC,	Case No. 26-60110(WAK)
Debtor.[1]	

DECLARATION OF EVAN GERSHBEIN IN SUPPORT OF APPLICATION FOR ENTRY OF AN ORDER AUTHORIZING THE APPOINTMENT OF KURTZMAN CARSON CONSULTANTS, LLC DBA VERITA GLOBAL AS CLAIMS AND NOTICING AGENT EFFECTIVE AS OF THE PETITION DATE

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

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

2. I submit this declaration in support of the *Debtor's Application for Entry of an Order Authorizing the Appointment of Kurtzman Carson Consultants, LLC dba Verita Global as Claims and Noticing Agent Effective as of the Petition Date* for the above-captioned debtor and debtor in possession (the "Debtor"), which was filed contemporaneously herewith (the "Application").[2]

3. Verita is comprised of leading industry professionals with significant experience in both the legal and administrative aspects of large, complex chapter 11 cases.

[1] The Debtor is Vanderbilt Minerals, LLC (EIN 13-1432885). The Debtor's noticing address in this chapter 11 case is 33 Winfield Street, Norwalk, Connecticut 06855.

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

Verita's professionals have experience in noticing, claims administration, solicitation, balloting, and facilitating other administrative aspects of chapter 11 cases and experience in matters of this size and complexity. Verita's professionals have acted as debtors' administrative advisor and/or official claims and noticing agent in many large bankruptcy cases in districts nationwide.

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

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

a. Verita is not a creditor of the Debtor;

b. Verita does not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as the claims and noticing agent in this chapter 11 case;

c. by accepting employment in the chapter 11 case, Verita waives any rights to receive compensation from the United States government in connection with this chapter 11 case;

d. in its capacity as the claims and noticing agent in this chapter 11 case, Verita will not be an agent of the United States and will not act on behalf of the United States;

e. Verita will not employ any past or present employees of the Debtor in connection with its work as the claims and noticing agent in this chapter 11 case;

f. Verita is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code with respect to the matters upon which it is engaged;

g. in its capacity as claims and noticing agent in this chapter 11 case, Verita will not intentionally misrepresent any fact to any person;

h. Verita shall be under the supervision and control of the Clerk's Office with respect to the receipt and recordation of claims and claim transfers;

i. Verita will comply with all requests of the Clerk's Office and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156I; and

j. none of the services provided by Verita as claims and noticing agent in this chapter 11 case shall be at the expense of the Clerk's Office.

6. Although the Debtor does not propose to retain Verita under section 327 of the Bankruptcy Code (such retention will be sought by separate application), Verita has nonetheless reviewed its electronic database to determine whether it has any relationships with the entities provided by the Debtor (the "Potential Parties in Interest List"). At this time, we are not aware of any relationship which would present a disqualifying conflict of interest.

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

8. Verita personnel may have relationships with some of the Debtor's creditors or other parties-in-interest. However, to the best of my knowledge, such relationships, to the extent they exist, are of a personal nature and completely unrelated to this chapter 11 case.

Verita has and will continue to represent clients in matters unrelated to this chapter 11 case. In addition, Verita has had and will continue to have relationships in the ordinary course of its business with certain vendors, professionals, and other parties-in-interest that may be involved in the Debtor's case in matters unrelated to this case. Verita may also provide professional services to entities or persons that may be creditors or parties-in-interest in this chapter 11 case, which services do not directly relate to, or have any direct connection with, this chapter 11 case or the Debtor. To the best of my knowledge, neither Verita, nor any employees thereof, represents any interest materially adverse to the Debtor's estate with respect to any matter upon which Verita is to be engaged.

9. 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 Verita Global Services, 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.

10. 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. JPMorgan Chase Bank, N.A. is listed as a bank on the Potential Parties in Interest List. There are information barriers between JPMIM and the line of business where JPMorgan Chase Bank, N.A. may be associated with the Debtor as a bank.

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

12. Should Verita discover any new relevant facts or relationships bearing on the matters described herein during the period of its retention, Verita will use reasonable efforts to file promptly a supplemental declaration. Verita will also comply with all requests of the Clerk's Office and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156I.

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

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my information, knowledge and belief.

El Segundo, CA
Dated: February 16, 2026

/s/ Evan Gershbein

Evan Gershbein
Executive Vice President
Kurtzman Carson Consultants, LLC dba
Verita Global

Exhibit C

Engagement Letter

VERITA AGREEMENT FOR SERVICES

This Agreement is entered into as of the day 26 of January 2026, between Vanderbilt Minerals, LLC (the "Company"),[1] and Kurtzman Carson Consultants, LLC dba Verita Global (together with its affiliates and subcontractors, "Verita"). 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. Verita 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. Verita further agrees to provide (i) computer software support and training in the use of the support software, (ii) Verita'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 "Verita Fee Structure").

C. Without limiting the generality of the foregoing, Verita 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 Verita 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. At the request of the Company, Verita shall be authorized to establish accounts with financial institutions in the name of and as agent for the Company to facilitate distributions pursuant to a chapter 11 plan or other transactions. To the extent such accounts or other financial products are provided to the company, pursuant to Verita's agreement(s) with financial institutions, Verita may receive fees and other compensation from such institutions.

E. The price listed for each service in the Verita 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 Verita.

F. The Company acknowledges and agrees that Verita 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 Verita 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 Verita 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.

VERITA AGREEMENT FOR SERVICES

II. PRICES, CHARGES AND PAYMENT

A. Verita agrees to charge and the Company agrees to pay Verita for its services at the rates and prices set by Verita that are in effect as of the date of this Agreement and in accordance with the Verita Fee Structure. Verita's prices are generally adjusted periodically to reflect changes in the business and economic environment and are inclusive of all charges. Verita reserves the right to reasonably increase its prices, charges and rates in the ordinary course of business; provided, however, that if any individual increase exceeds 10%, Verita will give fourteen (14) days written notice to the Company.

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

C. In addition to all fees for services and expenses hereunder, the Company shall pay to Verita (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 Verita and the Company, 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 Verita or paid by Verita to a taxing authority.

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

E. Verita 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. Verita'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 Verita reasonably believes it will not be paid, Verita 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 (i) if a Chapter 11 Filing (defined below) has not occurred, from the receipt of the invoice, or (ii) if a Chapter 11 Filing has occurred, from the date on which the Bankruptcy Court (defined below) approves such invoice, the Company further agrees to pay a late charge, calculated as two and one-half percent (2-1/2%) of the total amount unpaid every thirty (30) days. In the case of a dispute in the invoice amount, the Company shall give written notice to Verita 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 Verita shall be employed pursuant to 28 U.S.C. § 156(c) to the extent possible and otherwise in accordance with applicable Bankruptcy law and that all amounts due under this Agreement shall, to the extent possible, be paid as administrative expenses of the 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 applicable bankruptcy court (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 Verita. If any Company chapter 11 case converts

to a case under chapter 7 of the Bankruptcy Code, Verita 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, Verita shall receive a retainer in the amount of $40,000 (the "Retainer") that may be held by Verita 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, Verita will first apply the Retainer to all pre-petition invoices, and thereafter, will have the Retainer replenished to the original amount. Verita shall be entitled to hold the Retainer until the termination of the Agreement. Following termination of the Agreement, Verita 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 Verita pursuant to this Agreement and/or developed during the course of this Agreement by Verita are the sole property of Verita. 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 Verita's performance of its services developed or utilized during the term of this Agreement by Verita shall be the exclusive property of Verita. 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 Verita under this Agreement.

IV. NON-SOLICITATION

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

V. CONFIDENTIALITY

Each of Verita 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) gross negligence or willful misconduct of Verita that causes serious and material harm to the Company's reorganization under chapter 11 of the Bankruptcy Code, (ii) the failure of the Company to pay Verita invoices for more than sixty (60) days from the date of invoice, or (iii) the accrual of invoices or unpaid services in excess of the retainer held by Verita where Verita reasonably believes it will not be paid.

B. In the event that this contract is terminated, regardless of the reason for such termination, Verita 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 Verita shall provide all necessary staff, services and assistance required for an orderly transfer. The Company agrees to pay for such services in accordance with Verita'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 Verita) that discharges Verita from service and responsibility in the Company's bankruptcy case.

C. Any data, programs, storage media or other materials furnished by the Company to Verita or received by Verita in connection with the services provided under the terms of this Agreement may be retained by Verita 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 Verita. Verita shall dispose of the data and media in the manner requested by the Company. The Company agrees to pay Verita for reasonable expenses incurred as a result of the disposition of data or media. If the Company has not utilized Verita's services under this Agreement for a period of at least ninety (90) days, Verita 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' notice. Notwithstanding any term herein to the contrary, following entry of the Retention Order, the disposition of any data or media by Verita 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

Verita strives to provide continuous improvements in the quality of service to its clients. Verita, therefore, reserves the right to make changes in operating procedure, operating systems, programming languages, general purpose library programs, application programs, time period of accessibility, types of terminal and other equipment and the Verita 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.

VIII. LIMITATIONS OF LIABILITY AND INDEMNIFICATION

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

respect to the services provided by Verita under this Agreement. The Company's indemnification obligations hereunder shall survive the termination of this Agreement.

B. Except as provided herein, Verita's liability to the Company or any person making a claim through or under the Company for any Losses of any kind, even if Verita has been advised of the possibility of such Losses, whether direct or indirect and unless due to gross negligence or willful misconduct of Verita, 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 Verita 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 Verita's liability to the Company for any Losses, whether direct or indirect, arising out of this Agreement exceed the total amount billed to the Company and actually paid to Verita 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 Verita and for the output of such information. Verita does not verify information provided by the Company and, with respect to the preparation of 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; Verita 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 Verita.

D. The Company agrees that except as expressly set forth herein, Verita 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.

IX. FORCE MAJEURE

Verita 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.

X. INDEPENDENT CONTRACTORS

The Company and Verita 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.

XI. 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:

VERITA AGREEMENT FOR SERVICES

KCC/Verita Global, 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@veritaglobal.com

Vanderbilt Minerals, LLC
33 Winfield Street
Norwalk, CT 06855
Attn: Jeffrey Brohel
Email: jbrohel@vanderbiltminerals.com
Tel: 203-295-2140

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

XII. APPLICABLE LAW

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

XIII. ENTIRE AGREEMENT/ MODIFICATIONS

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

XIV. 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.

XV. 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 Verita to a wholly-owned subsidiary or affiliate of Verita.

VERITA AGREEMENT FOR SERVICES

XVI. 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.

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

Kurtzman Carson Consultants, LLC dba Verita Global

DocuSigned by:
Evan J. Gershbein
41878F97BE7747D...

BY: Evan Gershbein DATE: 26-Jan-2026 | 8:44:08 PM EST
TITLE: EVP, Corporate Restructuring Services

Company

BY: Dean Vomero DATE: 1.26.2026
TITLE: Chief Restructuring Officer