

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

RELIZ TECHNOLOGY GROUP HOLDINGS
INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 26-10371 (TMH)

(Joint Administration Requested)

Related to Docket Nos. 11, 12

**CERTIFICATION OF COUNSEL REGARDING
APPLICATION OF DEBTORS FOR ENTRY OF ORDER APPOINTING
KURTZMAN CARSON CONSULTANTS, LLC DBA VERITA GLOBAL AS
CLAIMS AND NOTICING AGENT EFFECTIVE AS OF THE PETITION DATE**

The undersigned, proposed counsel to debtors and debtors in possession (collectively, the “Debtors”) in the above-captioned chapter 11 cases, hereby certifies as follows:

1. On March 16, 2026, the Debtors filed the *Application of Debtors for Entry of Order Appointing Kurtzman Carson Consultants, LLC dba Verita Global as Claims and Noticing Agent Effective as of the Petition Date* [Docket Nos. 11, 12] (the “Application”) with the United States Bankruptcy Court for the District of Delaware (the “Court”).

2. Subsequent to the filing of the Application, the Debtors received certain comments to the form of order submitted with the Application (the “Informal Objections”) from the Office of the United States Trustee for the District of Delaware (the “U.S. Trustee”).

3. The Debtors negotiated in good faith with the U.S. Trustee to resolve the Informal Objections, and amended the proposed form of order approving the Application to reflect the agreement of the parties (the “Revised Order”). A copy of the Revised Order is attached hereto as

¹ The Debtors in these chapter 11 cases, along with the last four digits of their respective federal tax identification numbers, are: Reliz Technology Group Holdings Inc. (6265); Reliz Technologies LLC (1968); Reliz LTD (N/A); and Reliz CI LTD (N/A). The Debtors’ service address is 401 West Ontario St., Suite 400, Chicago, IL 60654.



Exhibit A, and a redline version of the Revised Order reflecting all changes from the form of order submitted with the Application is attached hereto as **Exhibit B**.

4. On March 17, 2026, the Court held a hearing to consider, among other things, the relief requested in the Application, and agreed to approve the Revised Order.

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5. Accordingly, the Debtors respectfully request that the Court enter the Revised Order attached hereto as **Exhibit A** at the convenience of the Court.

Dated: March 18, 2026
Wilmington, Delaware

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*Proposed Counsel for Debtors
and Debtors in Possession*

EXHIBIT A

Revised Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

RELIZ TECHNOLOGY GROUP HOLDINGS
INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 26-10371 (TMH)

(Joint Administration Requested)

Related to Docket Nos. 11, 12

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

Upon the Section 156(c) Application² of the Debtors for entry of an order (this “Order”) appointing Kurtzman Carson Consultants, LLC dba Verita Global (“Verita”) as the Claims and Noticing Agent in the Debtors’ Chapter 11 Cases effective as of the Petition Date, to, among other things, (a) distribute required notices to parties in interest, (b) receive, maintain, docket, and otherwise administer the proofs of claim filed in the Debtors’ Chapter 11 Cases, and (c) provide such other administrative services as required by the Debtors that would fall within the purview of services to be provided by the Clerk’s office, all as more fully set forth in the Section 156(c) Application; and upon consideration of the First Day Declaration and the Gershbein Declaration submitted in support of the Section 156(c) Application; and the Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and the matter being a core proceeding within the meaning of 28 U.S.C. § 157(b)(2); and venue of this

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² Capitalized terms used but not defined herein shall have the meanings given to such terms in the Section 156(c) Application.

proceeding and the Section 156(c) Application in this District being proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court being able to issue a final order consistent with Article III of the United States Constitution; and notice of the Section 156(c) Application having been given in accordance with the Local Rules; and it appearing that no other or further notice is necessary; and it appearing that the relief requested in the Section 156(c) Application is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; it is hereby

ORDERED, ADJUDGED, AND DECREED that:

1. The Section 156(c) Application is granted as set forth herein.
2. Pursuant to 28 U.S.C. § 156(c), Bankruptcy Code section 105(a), Bankruptcy Rule 2002, and Local Rule 2002-1(e), the Debtors are authorized to retain Verita as Claims and Noticing Agent in the Chapter 11 Cases, effective as of the Petition Date, under the terms of the Engagement Agreement (as modified by this Order), and Verita is authorized and directed to perform the Claims and Noticing Services and to receive, maintain, record, and otherwise administer the proofs of claim filed in the Chapter 11 Cases and perform all related tasks as set forth in the Section 156(c) Application.
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 Cases and is authorized and directed to maintain the official Claims Register for the Debtors, 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 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 (if necessary).

5. Verita is authorized to take such other actions as required to comply with all duties set forth in the Section 156(c) Application and this Order.

6. Verita shall comply with all requests of the Clerk and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c).

7. Without further order of the Court, the Debtors are authorized to compensate Verita for its Claims and Noticing Services in accordance with the terms and conditions of the Engagement Agreement upon receipt of reasonably detailed monthly 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. For avoidance of doubt, notwithstanding anything in the Section 156(c) Application or the Engagement Agreement to the contrary, Verita shall seek reimbursement of expenses at the cost which it paid for same.

8. Verita shall maintain records of all services showing dates, categories of services, fees charged, and expenses incurred and shall serve monthly invoices on the Debtors, the U.S. Trustee, counsel for the Debtors, counsel for any statutory committee, and any party in interest that specifically requests service of the monthly invoices.

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

10. 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 Debtors' estates.

11. Verita may apply its retainer to all prepetition invoices, which retainer then shall be replenished to the original retainer amount of \$30,000, and thereafter Verita may hold the retainer during the Chapter 11 Cases as security for the payment of fees and expenses incurred under the Engagement Agreement.

12. The Debtors are authorized to indemnify Verita and its affiliates, members, directors, officers, employees, consultants, subcontractors, and agents (collectively, the “Indemnified Parties”) under the terms of the Engagement Agreement, subject to the following modifications:

- a. The Indemnified Parties shall not be entitled to indemnification, contribution, or reimbursement pursuant to the Engagement Agreement for services other than the Claims and Noticing Services provided under the Engagement Agreement, unless such services and the indemnification, contribution, or reimbursement therefor are approved by the Court;
- b. Notwithstanding anything to the contrary in the Engagement Agreement, the Debtors shall have no obligation to indemnify an Indemnified Party, or provide contribution or reimbursement to an Indemnified Party, for any claim or expense that is either: (i) judicially determined (the determination having become final) to have arisen from the Indemnified Party’s gross negligence, willful misconduct, or fraud; (ii) for a contractual dispute in which the Debtors allege the breach of the Indemnified Party’s contractual obligations if the Court determines that indemnification, contribution, or reimbursement would not be permissible pursuant to applicable law, or (iii) settled prior to a judicial determination under (i) or (ii), but determined by the Court, after notice and a hearing, to be a claim or expense for which the Indemnified Parties should not receive indemnity, contribution, or reimbursement under the terms of the Engagement Agreement as modified by this Order;
- c. If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in the Chapter 11 Cases (that order having become a final order no longer subject to appeal), or (ii) the entry of an order closing the Chapter 11 Cases, an Indemnified Party 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 Engagement Agreement (as modified by this Order), including without limitation the advancement of defense costs, the Indemnified Party must file an application therefor in the Court, and the Debtors may not pay any such amounts to the Indemnified Party before the entry of an order by the Court

approving the payment. This paragraph is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by the Indemnified Parties for indemnification, contribution, or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify the Indemnified Parties. All parties in interest shall retain the right to object to any demand by the Indemnified Parties for indemnification, contribution, or reimbursement.

13. In the event Verita is unable to provide the Claims and Noticing Services, Verita shall immediately notify the Clerk and the Debtors' counsel and cause all original proofs of claim and computer information to be turned over to another claims and noticing agent with the advice and consent of the Clerk and the Debtors' counsel.

14. The Debtors may submit a separate retention application, pursuant to Bankruptcy Code section 327 and/or any applicable law, for services that are to be performed by Verita but are not specifically authorized by this Order.

15. Verita shall not cease providing claims processing services during the Chapter 11 Cases for any reason, including nonpayment, without an order of the Court.

16. Notwithstanding anything to the contrary in the Engagement Agreement, for services rendered pursuant to this Order, Section VIII.B of the Engagement Agreement shall have no force or effect.

17. In the event of any inconsistency between the Engagement Agreement, the Section 156(c) Application, and this Order, this Order shall govern.

18. The Debtors and Verita are authorized to take all actions necessary to implement the relief granted in this Order.

19. 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, interpretation, and enforcement of this Order.

EXHIBIT B

Redline Version of Revised Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

RELIZ TECHNOLOGY GROUP HOLDINGS
INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 26-10371 (TMH)

(Joint Administration Requested)

Related to Docket ~~No~~Nos. ~~—~~11, 12

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

Upon the Section 156(c) Application² of the Debtors for entry of an order (this “Order”) appointing Kurtzman Carson Consultants, LLC dba Verita Global (“Verita”) as the Claims and Noticing Agent in the Debtors’ Chapter 11 Cases effective as of the Petition Date, to, among other things, (a) distribute required notices to parties in interest, (b) receive, maintain, docket, and otherwise administer the proofs of claim filed in the Debtors’ Chapter 11 Cases, and (c) provide such other administrative services as required by the Debtors that would fall within the purview of services to be provided by the Clerk’s office, all as more fully set forth in the Section 156(c) Application; and upon consideration of the First Day Declaration and the Gershbein Declaration submitted in support of the Section 156(c) Application; and the Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated

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² Capitalized terms used but not defined herein shall have the meanings given to such terms in the Section 156(c) Application.

February 29, 2012; and the matter being a core proceeding within the meaning of 28 U.S.C. § 157(b)(2); and venue of this proceeding and the Section 156(c) Application in this District being proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court being able to issue a final order consistent with Article III of the United States Constitution; and ~~due and sufficient~~ notice of the Section 156(c) Application having been given ~~under~~in accordance with the ~~particular~~circumstancesLocal Rules; and it appearing that no other or further notice is necessary; and it appearing that the relief requested in the Section 156(c) Application is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; it is hereby

ORDERED, ADJUDGED, AND DECREED that:

1. The Section 156(c) Application is granted as set forth herein.
2. Pursuant to 28 U.S.C. § 156(c), Bankruptcy Code section 105(a), Bankruptcy Rule 2002, and Local Rule 2002-1(e), the Debtors are authorized to retain Verita as Claims and Noticing Agent in the Chapter 11 Cases, effective as of the Petition Date, under the terms of the Engagement Agreement (as modified by this Order), and Verita is authorized and directed to perform the Claims and Noticing Services and to receive, maintain, record, and otherwise administer the proofs of claim filed in the Chapter 11 Cases and perform all related tasks as set forth in the Section 156(c) Application.
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 Cases and is authorized and directed to maintain the official Claims Register for the Debtors, 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 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 (if necessary).

5. Verita is authorized to take such other actions as required to comply with all duties set forth in the Section 156(c) Application and this Order.

6. Verita shall comply with all requests of the Clerk and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c).

7. Without further order of the Court, the Debtors are authorized to compensate Verita for its Claims and Noticing Services in accordance with the terms and conditions of the Engagement Agreement upon receipt of reasonably detailed monthly 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. For avoidance of doubt, notwithstanding anything in the Section 156(c) Application or the Engagement Agreement to the contrary, Verita shall seek reimbursement of expenses at the cost which it paid for same.

8. Verita shall maintain records of all services showing dates, categories of services, fees charged, and expenses incurred and shall serve monthly invoices on the Debtors, the U.S. Trustee, counsel for the Debtors, counsel for any statutory committee, and any party in interest that specifically requests service of the monthly invoices.

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

10. 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 Debtors' estates.

11. Verita may apply its retainer to all prepetition invoices, which retainer then shall be replenished to the original retainer amount of \$30,000, and thereafter Verita may hold the retainer during the Chapter 11 Cases as security for the payment of fees and expenses incurred under the Engagement Agreement.

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- a. ~~Verita~~The Indemnified Parties shall not be entitled to indemnification, contribution, or reimbursement pursuant to the Engagement Agreement for services other than the Claims and Noticing Services provided under the Engagement Agreement, unless such services and the indemnification, contribution, or reimbursement therefor are approved by the Court;
- b. Notwithstanding anything to the contrary in the Engagement Agreement, the Debtors shall have no obligation to indemnify ~~Verita~~an Indemnified Party, or provide contribution or reimbursement to ~~Verita~~an Indemnified Party, for any claim or expense that is either: (i) judicially determined (the determination having become final) to have arisen from ~~Verita~~the Indemnified Party's gross negligence, willful misconduct, or fraud; (ii) for a contractual dispute in which the Debtors allege the breach of ~~Verita~~the Indemnified Party's contractual obligations if the Court determines that indemnification, contribution, or reimbursement would not be permissible pursuant to applicable law, or (iii) settled prior to a judicial determination under (i) or (ii), but determined by the Court, after notice and a hearing, to be a claim or expense for which the ~~Claims—and—Noticing Agent~~Indemnified Parties should not receive indemnity, contribution, or reimbursement under the terms of the Engagement Agreement as modified by this Order;

- c. If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in the Chapter 11 Cases (that order having become a final order no longer subject to appeal), or (ii) the entry of an order closing the Chapter 11 Cases, ~~Verita~~an Indemnified Party 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 Engagement Agreement (as modified by this Order), including without limitation the advancement of defense costs, ~~Verita~~the Indemnified Party must file an application therefor in the Court, and the Debtors may not pay any such amounts to ~~Verita~~the Indemnified Party before the entry of an order by the Court approving the payment. This paragraph is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by ~~Verita~~the Indemnified Parties for indemnification, contribution, or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify ~~Verita~~the Indemnified Parties. All parties in interest shall retain the right to object to any demand by ~~Verita~~the Indemnified Parties for indemnification, contribution, or reimbursement.

13. In the event Verita is unable to provide the Claims and Noticing Services, Verita shall immediately notify the Clerk and the Debtors' counsel and cause all original proofs of claim and computer information to be turned over to another claims and noticing agent with the advice and consent of the Clerk and the Debtors' counsel.

14. The Debtors may submit a separate retention application, pursuant to Bankruptcy Code section 327 and/or any applicable law, for services that are to be performed by Verita but are not specifically authorized by this Order.

15. Verita shall not cease providing claims processing services during the Chapter 11 Cases for any reason, including nonpayment, without an order of the Court.

16. Notwithstanding anything to the contrary in the Engagement Agreement, for services rendered pursuant to this Order, Section VIII.B of the Engagement Agreement shall have no force or effect.

17. ~~16.~~ In the event of any inconsistency between the Engagement Agreement, the Section 156(c) Application, and this Order, this Order shall govern.

| 18. ~~17.~~ The Debtors and Verita are authorized to take all actions necessary to
implement the relief granted in this Order.

19. ~~18.~~ Notwithstanding any term in the Engagement Agreement to the contrary, the Court retains ~~exclusive~~ jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.