

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

In re:

Hudson 1701/1706, LLC, *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 25-11853 (KBO)

(*Joint Administration Requested*)

Related to Docket No. 14

**NOTICE OF FILING OF *REVISED* PROPOSED ORDER TO  
DEBTORS' APPLICATION FOR ENTRY OF AN ORDER APPOINTING  
KURTZMAN CARSON CONSULTANTS, LLC DBA VERITA GLOBAL  
AS CLAIMS AND NOTICING AGENT EFFECTIVE AS OF THE PETITION DATE**

PLEASE TAKE NOTICE that on October 30, 2025, the Debtors filed the *Debtors' Application for Entry of an Order Appointing Kurtzman Carson Consultants, LLC dba Verita Global as Claims and Noticing Agent Effective as of the Petition Date* [Docket No. 14] (the "**Application**"). Attached to the Application as Exhibit A was a proposed order (the "**Proposed Order**").

PLEASE TAKE FURTHER NOTICE that the Debtors received informal comments from the Office of the United States Trustee (the "**U.S. Trustee**"). No other responses to the Application have been received as of the filing of this Notice.

PLEASE TAKE FURTHER NOTICE that the Debtors hereby submit a revised form of order (the "**Revised Order**"), attached hereto as Exhibit A, which reflects changes to the Proposed Order attached to the Application and incorporates comments from the U.S. Trustee. The Revised Order has been reviewed and approved by the U.S. Trustee. Attached as Exhibit B is a blackline of the Revised Order against the Proposed Order.

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are Hudson 1701/1706, LLC (0281) and Hudson 1702, LLC (0190). The Debtors' headquarters and the mailing address for the Debtors is [11440 San Vicente Boulevard, 2<sup>nd</sup> Floor, Los Angeles, CA 90045.



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Dated: November 2, 2025  
Wilmington, Delaware

Respectfully submitted,

**CHIPMAN BROWN CICERO & COLE, LLP**

/s/ Mark D. Olivere

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*Proposed Counsel to the Debtors*

# **EXHIBIT A**

## **Revised Order**

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

In re:	Chapter 11
Hudson 1701/1706, LLC, <i>et al.</i> , <sup>1</sup>	Case No. 25-11853 (KBO) (Joint Administration Requested)
Debtors.	Related to Docket No. 14

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

Upon the application (the “**Application**”) of the above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) for entry of an order appointing Kurtzman Carson Consultants, LLC dba Verita Global (“**Verita**”) as claims and noticing agent (“**Claims and Noticing Agent**”) pursuant to 28 U.S.C. § 156(c), section 105(a) of the Bankruptcy Code,<sup>2</sup> Bankruptcy Rule 2002(f), and Local Rule 2002-1(e) to, among other things, (i) distribute required notices to parties in interest, (ii) receive, maintain, docket and otherwise administer the proofs of claim filed in the Debtors’ chapter 11 cases and (iii) 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; and upon the Gershbein Declaration submitted in support of the Application; and the Debtors having estimated that there are in excess of 200 creditors in these chapter 11 cases, many of which are expected to file proofs of claim; and it appearing that the receiving, docketing and maintaining of proofs of claim would be unduly time consuming and burdensome for the Clerk; and the Court being authorized under 28 U.S.C. § 156(c) to utilize, at the Debtors’ expense, outside agents and facilities to provide notices to parties in title 11 cases and to receive, docket, maintain, photocopy and transmit proofs of claim; and the Court being satisfied that Verita has the

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<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are Hudson 1701/1706, LLC (0281) and Hudson 1702, LLC (0190). The Debtors’ headquarters and the mailing address for the Debtors is [11440 San Vincente Boulevard, 2<sup>nd</sup> Floor, Los Angeles, CA 90045].

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Application.

capability and experience to provide such services and that Verita does not hold an interest adverse to the Debtors or the estates respecting the matters upon which it is to be engaged; and notice of the Application having been given in accordance with the Local Rules and no other or further notice being required; and it appearing that the employment of Verita is in the best interests of the Debtors, their estates and creditors; and sufficient cause appearing therefor; it is hereby ORDERED THAT:

1. Notwithstanding the terms of the Engagement Agreement attached to the Application, the Application is approved solely as set forth in this Order.

2. The Debtors are authorized to retain Verita as Claims and Noticing Agent 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 these chapter 11 cases, and all related tasks, all as described in the 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 these chapter 11 cases and is authorized and directed to maintain official claims registers for each of the Debtors, to provide public access to every proof of claim at no charge 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.

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

6. Without further order of this Court, the Debtors are 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 Debtors, the office of the United States Trustee, counsel for the Debtors, counsel for any official committee monitoring the expenses of the Debtors 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; *provided* 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 Debtors' estates.

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

11. The Debtors shall indemnify Verita under the terms of the Engagement Agreement, as modified pursuant to this Order.

12. The Indemnified Parties shall not be entitled to indemnification, contribution or reimbursement pursuant to the Engagement Agreement for services other than the services

provided under the Engagement Agreement, unless such services and the indemnification, contribution or reimbursement therefore are approved by the Court.

13. Notwithstanding anything to the contrary in the Engagement Agreement, the Debtors shall have no obligation to indemnify the Indemnified Parties, or provide contribution or reimbursement to the Indemnified Parties, for any claim or expense that is either: (i) judicially determined (the determination having become final and no longer subject to appeal) to have arisen from the Indemnified Parties' gross negligence, willful misconduct or fraud; (ii) for a contractual dispute in which the Debtors allege the breach of the Indemnified Parties' contractual obligations if the Court determines that indemnification, contribution or reimbursement would not be permissible pursuant to *In re United Artists Theatre Co.*, 315 F.3d 217 (3d Cir. 2003); or (iii) settled prior to a judicial determination under (i) or (ii), but determined by this 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.

14. If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in these chapter 11 cases (that order having become a final order no longer subject to appeal), or (ii) the entry of an order closing these chapter 11 cases, the Indemnified Parties believe that they are 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 the advancement of defense costs, the Indemnified Parties must file an application therefor in this Court, and the Debtors may not pay any such amounts to the Indemnified Parties before the entry of an order by this 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.

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

16. In the event Verita is unable to provide the services set out in this order, Verita will immediately notify the Clerk and the Debtors' 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 the Debtors' attorney.

17. The Debtors 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.

18. The Debtors and Verita are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Application.

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 of this Order.

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

21. Verita shall not cease providing claims processing services during the chapter 11 case(s) for any reason, including nonpayment, without an order of the Court.



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

# **EXHIBIT B**

## **Redline Order**

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

In re:

Hudson 1701/1706, LLC, *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 25-11853 (KBO)  
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**ORDER APPOINTING KURTZMAN CARSON  
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capability and experience to provide such services and that Verita does not hold an interest adverse to the Debtors or the estates respecting the matters upon which it is to be engaged; and ~~good and sufficient~~ notice of the Application having been given in accordance with the Local Rules and no other or further notice being required; and it appearing that the employment of Verita is in the best interests of the Debtors, their estates and creditors; and sufficient cause appearing therefor; it is hereby ORDERED THAT:

1. Notwithstanding the terms of the Engagement Agreement attached to the Application, the Application is approved solely as set forth in this Order.

2. The Debtors are authorized to retain Verita as Claims and Noticing Agent 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 these chapter 11 cases, and all related tasks, all as described in the Application.

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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.

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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; *provided* that the parties may seek resolution of the matter from the Court if resolution is not achieved.

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14. If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in these chapter 11 cases (that order having become a final order no longer subject to appeal), or (ii) the entry of an order closing these chapter 11 cases, ~~Verita believes~~the Indemnified Parties believe that ~~it is~~they are 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 the advancement of defense costs, ~~Verita~~the Indemnified Parties must file an application therefor in this Court, and the Debtors may not pay any such amounts to ~~Verita~~the Indemnified Parties before the entry of an order by this Court approving the payment. This paragraph is intended only to specify the period of time under which

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