Docket #0021 Date Filed: 7/23/2026

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION
www.flmb.uscourts.gov

IN RE:	Chapter 11 Cases
TRAJECTOR HOLDINGS, LLC,[1]	Case No. 3:26-bk-_____
BENEFITS GROUP HOLDINGS, LLC,	Case No. 3:26-bk-_____
TRAJECTOR MEDICAL, LLC,	Case No. 3:26-bk-_____
INFINITE IP LLC,	Case No. 3:26-bk-_____
PERFECT PATH, LLC,	Case No. 3:26-bk-_____
TRAJECTOR ADMIN SERVICES, LLC,	Case No. 3:26-bk-_____
BENEFITS INSURANCE, LLC,	Case No. 3:26-bk-_____
MYLER INSURANCE SERVICES HOLDINGS, LLC,	Case No. 3:26-bk-_____
ANCHORSIX SERVICES, LLC,	Case No. 3:26-bk-_____
ATVANTAGE, LLC,	Case No. 3:26-bk-_____
TRAJECTOR MEDIA SERVICES, LLC,	Case No. 3:26-bk-_____
GLOBALTEK BPO LLC,	Case No. 3:26-bk-_____
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EXECUTIVE STAFFING SOLUTIONS, PLLC,	Case No. 3:26-bk-_____
AMPRY HOLDINGS, LLC,	Case No. 3:26-bk-_____
CONCIERGE STAFFING SERVICE MANAGEMENT, LLC,	Case No. 3:26-bk-_____
TRAJECTOR, INC.,	Case No. 3:26-bk-_____
Debtors.	(Joint Administration Pending)

_____/

DEBTORS' EMERGENCY MOTION FOR AUTHORIZATION TO (I) CONTINUE TO ADMINISTER INSURANCE POLICIES,

[1] The Debtors' mailing address is 5950 NW 1st Place, Suite 200, Gainesville, FL 32607. The last four digits of each Debtor's federal tax identification number are: (i) Trajector Holdings, LLC (7528); (ii) Benefits Group Holdings, LLC (2029); (iii) Trajector Medical, LLC (5243); (iv) Infinite IP LLC (3723); (v) Perfect Path, LLC (3494); (vi) Trajector Admin Services, LLC (2231); (vii) Benefits Insurance, LLC (9835); (viii) Myler Insurance Services Holdings, LLC (3606); (ix) AnchorSix Services, LLC (5009); (x) Atvantage, LLC (7384); (xi) Trajector Media Services, LLC (7509); (xii) Globaltek BPO LLC (1684); (xiii) Myler Disability Holdings, LLC (9924); (xiv) Myler Disability, LLC (0845); (xv) Adduco Media, LLC (0257); (xvi) Trajector Disability, LLC (5136); (xvii) Contact Center 1, LLC (2329); (xviii) Benefits Karma, LLC (1850); (xix) Executive Staffing Solutions, PLLC (1841); (xx) Ampry Holdings, LLC (2323); (xxi) Concierge Staffing Service Management, LLC (2814); and (xxii) Trajector, Inc. (2128).

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SURETY BOND, AND RELATED AGREEMENTS; (II) HONOR CERTAIN OBLIGATIONS IN RESPECT THEREOF; AND (III) FOR RELATED RELIEF

(Emergency Hearing Requested)

Basis for Requested Emergency Relief

The Debtors respectfully request that the Court conduct an emergency hearing on this Motion. In the operation of their businesses, the Debtors maintain many insurance policies and a surety bond. By this Motion, the Debtors seek authority to continue to administer the insurance policies, surety bond and agreements relating thereto, and, in their discretion, to honor certain obligations in respect thereof. The Debtors reasonably believe that a hearing to consider the relief requested must be held on an emergency basis as soon as the Court's calendar will permit to avoid direct, immediate and substantial harm.

The above-captioned debtors and debtors in possession (collectively, the "Debtors"), by and through their proposed undersigned counsel, file this *Emergency Motion for Authorization to (I) Continue to Administer Insurance Policies, Surety Bonds and Related Agreements; (II) Honor Certain Obligations in Respect Thereof; and (III) for Related Relief* (the "Motion"). In support of this Motion, the Debtors rely upon the *Declaration of Mark C. Healy in Support of Chapter 11 Petitions and First Day Relief* (the "First Day Declaration") which has been filed with the Court on or about the date hereof and is incorporated herein, and respectfully represent as follows:

Jurisdiction and Venue

1. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2).

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

3. The statutory predicates for the relief sought herein are sections 105(a), 362, 363, 1107 and 1108 of chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"), Rules 6003 and 6004 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and Rule 9013-1(d) of the Local Rules of the United States Bankruptcy Court for the Middle District of

Florida (the "Court").

Background

4. On the date hereof (the "Petition Date"), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code (collectively, the "Chapter 11 Cases").

5. The Debtors are operating their businesses and managing their affairs as debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

6. For a detailed description of the Debtors and their operations, the Debtors respectfully refer the Court and parties in interest to the First Day Declaration.

Relief Requested

7. In the ordinary course of business, the Debtors maintain approximately nine (9) insurance policies (the "Insurance Policies") and one (1) surety bond (the "Surety Bond") and are responsible for paying all premiums and other obligations related to the Insurance Policies and Surety Bond including, without limitation, all deductibles, taxes and fees (collectively, the "Insurance Obligations" and "Surety Obligations," respectively), which are administered by various third party insurance carriers (the "Insurance Carriers") and a surety company (the "Surety").

8. By this Motion and in their reasonable business judgment pursuant to sections 105(a), 362(d), and 363(b) of the Bankruptcy Code, the Debtors respectfully request that the Court enter the proposed Order attached hereto as **Exhibit A**, for: (i) authority, but not direction, to (a) continue to maintain the Insurance Policies and the Surety Bond, (b) continue to pay all Insurance Obligations and Surety Obligations including, but not limited to, deductibles owed to the Insurance Carriers, premiums owed to the Insurance Carriers and/or Surety, whether such amounts are past due as of the Petition Date or due post-petition in the ordinary course of the Debtors' businesses, (c) increase, renew, modify, supplement, purchase or extend, in their sole discretion, the Insurance

Policies, other insurance policies, the Surety Bond and/or other surety bonds in the ordinary course of business if the Debtors determine, in their business judgment, that such action is necessary or appropriate; (ii) modification of the automatic stay to the extent necessary to permit the Debtors' employees to proceed with any claims they may have under the workers' compensation programs; and (iii) related relief.

9. The Debtors further request that the Court (a) authorize all applicable financial institutions (collectively, the "Banks") to receive, process, honor, and pay all checks presented for payment and electronic payment requests relating to the foregoing to the extent directed by the Debtors in accordance with this Motion and to the extent the Debtors have sufficient funds on deposit in their accounts with such Banks, whether such checks were presented or electronic requests were submitted before, on or after the Petition Date and (b) authorize all Banks to rely on the Debtors' designation of any particular check or electronic payment request as appropriate pursuant to this Motion without any duty of further inquiry and without liability for following the Debtors' instructions.

Debtors' Insurance Policies and Programs

10. In connection with the operation of the Debtors' businesses and the management of their properties, the Debtors maintain Insurance Policies, as more specifically set forth on **Exhibit B**, which lists each carrier, policy type, policy number, policy period and annual premium, as well as categorizes the insurance programs.[2] The Debtors' Insurance Policies include, among others, general liability, automobile, cyber, and workers' compensation. Maintaining the Insurance

[2] The Debtors provide medical, life, disability and related insurance benefits to their employees, however, those insurance coverages are addressed in the *Debtors' Emergency Motion for an Order Authorizing Debtors to (I) Pay Prepetition Wages, Salaries, Employee Benefits, and Other Employee Obligations, (II) Maintain Employee Benefit Programs and (III) for Related Relief*, filed contemporaneously with this Motion.

Policies is critical in order to allow the Debtors to manage and limit the various risks associated with operating their businesses, which is essential to the preservation of the value of the Debtors' estates.

11. Certain of the Insurance Policies are required by the various regulations, laws, and contracts that govern the Debtors' commercial activities. Section 1112(b)(4)(C) of the Bankruptcy Code provides that "failure to maintain appropriate insurance that poses a risk to the estate or to the public," is "cause" for mandatory conversion or dismissal of a chapter 11 case. 11 U.S.C. § 1112(b)(4)(C). Furthermore, the *Operating Guidelines for Chapter 11 Cases* (the "UST Guidelines") adopted by the Office of the United States Trustee for the Middle District of Florida require the Debtors to maintain insurance coverage throughout their Chapter 11 Cases.

(i) Audits

12. Certain of the Insurance Policies, including the commercial automobile liability, general liability and workers' compensation insurance, are subject to premium audits at the end of their respective terms ("Audits"). These Audits may result in additional prepetition insurance premiums being due and payable by the Debtors during the pendency of these Chapter 11 Cases (such additional insurance premiums are defined as "Audit Amounts"). As of the Petition Date, the Debtors are unaware as to whether they will owe anything on account of Audit Amounts relating to the Insurance Policies. By this Motion, the Debtors seek authority, but not direction, to satisfy all such Audit Amounts in the ordinary course of business.

(ii) Insurance Broker

13. The Debtors have used Arthur J Gallagher Risk Management Services LLC ("Gallagher") to assist with the procurement and negotiation of certain Insurance Policies and surety bonds. Gallagher is not paid for services rendered by the Debtors. Instead, Gallagher is paid

on a commission basis by the issuing insurer. Given Gallagher's familiarity with the Insurance Policies and the Surety Bond (described below), the Debtors request authority, but not direction, to continue utilizing Gallagher's services.

The Debtors' Surety Bond

14. In the ordinary course of business, Debtor Trajector Media Services, LLC ("Trajector Media Services") is required to provide the Surety Bond to secure the payment or performance of certain obligations relating to their business operations that are owed to third parties.

15. The Surety Bond, a Telephone Solicitor Bond (Bond No. 108349699), is issued by Travelers Casualty and Surety Company of America (the "Surety"). The term of the Surety Bond is from September 16, 2025 through September 16, 2026 (the "Term"). The total principal face amount of the Surety Bond is $10,000.00. The obligee on the Surety Bond is the Texas Secretary of State, Registrations Unit. Trajector Media Services remits premium payments when surety bonds are issued or renewed on an annual basis. The annual premium for the Surety Bond is $100.00. As of the Petition Date, the premium for the Surety Bond is paid in full.

16. As a condition to issuing a bond, the surety may require a Debtor to enter into an indemnity agreement (collectively, the "Indemnity Agreements"), pursuant to which the issuer(s) is (are) indemnified from any loss, cost, or expense that it (they) may incur on account of the issuance of any bonds on behalf of any of the Debtors. To the extent applicable, the Debtors seek authority to continue to honor and make payments on account of such indemnification obligations irrespective of whether such indemnification obligations arose during or relate to the prepetition period.

Relief Requested Should Be Granted

A. Maintenance of the Insurance Policies and the Surety Bond and Payment of Obligations Related Thereto is Warranted Under Section 363(b)(1) of the Bankruptcy Code and the Doctrine of Necessity

17. A bankruptcy court may authorize a debtor to pay certain prepetition obligations pursuant to section 363(b) of the Bankruptcy Code. 11 U.S.C. § 363(b)(1). Section 363(b) provides, in pertinent part, that "[t]he trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate." To approve the use of assets outside the ordinary course of business pursuant to section 363(b) of the Bankruptcy Code, courts require only that the debtor "show that a sound business purpose justifies such actions." *In re Montgomery Ward Holding Corp.*, 242 B.R. 147, 153 (D. Del. 1999); *accord In re Phoenix Steel Corp.*, 82 B.R. 334, 335–36 (Bankr. D. Del. 1987).

18. In addition, the Court has the authority, pursuant to its equitable powers under section 105(a) of the Bankruptcy Code, to authorize the relief requested herein because such relief is necessary for the Debtors to carry out their fiduciary duties under section 1107(a) of the Bankruptcy Code. Section 105(a) of the Bankruptcy Code empowers bankruptcy courts to "issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title." 11 U.S.C. § 105(a). Section 1107(a) of the Bankruptcy Code "contains an implied duty of the debtor-in-possession" to "protect and preserve the estate, including an operating business' going-concern value." *In re CEI Roofing, Inc.*, 315 B.R. 50, 59 (Bankr. N.D. Tex. 2004) (quoting *In re CoServ, L.L.C.*, 273 B.R. 487, 497 (Bankr. N.D. Tex. 2002)); *see also Unofficial Comm. of Equity Holders v. McManigle (In re Penick Pharm., Inc.)*, 227 B.R. 229, 232-33 (Bankr. S.D.N.Y. 1998) ("[U]pon filing its petition, the Debtor became debtor in possession and, through its management . . . was burdened with the duties and responsibilities of a bankruptcy trustee.").

19. Further, in a long line of well-established cases, courts consistently have permitted

payment of prepetition obligations where such payment is necessary to preserve or enhance the value of a debtor's estate for the benefit of all creditors. *See, e.g.*, *Miltenberger v. Logansport, C&S W.R. Co.*, 106 U.S. 286, 312 (1882) (holding that payment of a pre-receivership claim prior to reorganization was permitted to prevent "stoppage of the continuance of [crucial] business relations"); *In re Lehigh & New Eng. Ry. Co.*, 657 F.2d 570, 581 (3d Cir. 1981) (holding that "if payment of a claim which arose prior to reorganization is essential to the continued operation of the . . . [business] during reorganization, payment may be authorized even if it is made out of [the] corpus"); *Dudley v. Mealey*, 147 F.2d 268, 271 (2d Cir. 1945) (extending doctrine for payment of prepetition claims beyond railroad reorganization cases); *Mich. Bureau of Workers' Disability Comp. v. Chateaugay Corp. (In re Chateaugay Corp.)*, 80 B.R. 279, 285–86 (S.D.N.Y. 1987) (approving a lower court order authorizing payment of prepetition wages, salaries, expenses, and benefits).

20. In addition, the Court may rely on the doctrine of necessity and its equitable powers under section 105(a) of the Bankruptcy Code to authorize the payment of prepetition claims when such payment is essential to the continued operation of a debtor's business. *See*, *e.g.*, *In re Just for Feet, Inc.*, 242 B.R. 821, 824–25 (D. Del. 1999) (holding that section 105(a) of Bankruptcy Code provides a statutory basis for payment of prepetition claims under the doctrine of necessity, particularly when such payment is necessary for the debtor's survival during chapter 11); *In re Columbia Gas Sys., Inc.*, 171 B.R. 189, 191–92 (Bankr. D. Del. 1994) (confirming that the doctrine of necessity is the standard for enabling a court to authorize payment of prepetition claims prior to confirmation of a plan of reorganization).

21. Payment of the Insurance Obligations and Surety Obligations are necessary costs of preserving the Debtors' estates. The Debtors are contractually and legally obligated to maintain

certain types of insurance, and the Debtors must maintain certain of the Insurance Policies in order to comply with the operating guidelines of the Office of the United States Trustee for Region 21. For example, applicable state law mandates that certain Debtors maintain workers' compensation coverage for their employees; otherwise, the Debtors could be prohibited from operating their business. The Debtors' failure to maintain the workers' compensation programs could jeopardize their coverage and expose the Debtors to fines and other adverse actions by state workers' compensation boards. In addition, the risk that eligible workers' compensation claimants would not receive timely payments for prepetition employment-related injuries could negatively impact the financial well-being and morale of not just those claimants, but also the Debtors' active employees in general.

22. In addition, the Insurance Policies are essential to the Debtors' operations, as the Debtors would be exposed to significant liability if the Insurance Policies were allowed to lapse or terminate. Such exposure could have a materially adverse impact on the Debtors' chapter 11 process and their ability to maximize value for their stakeholders. Further, certain of the Debtors are required by various third parties—including state governmental units—to provide surety bonds in order to continue their business related operations in those jurisdictions. If the Debtors were unable to provide the surety bond, the Debtors may be unable to operate in those jurisdictions.

23. The Court should also authorize the Debtors to continue using Gallagher, its insurance broker, in the ordinary course of business. Gallagher is intimately familiar with the Debtors' Insurance Policies, Insurance Obligations, Surety Bond and Surety Obligations. Losing the services provided by Gallagher would result in a costly disruption to the Debtors' businesses and would detract from efficient administration of these Chapter 11 Cases.

24. Accordingly, authority to continue maintaining the Insurance Policies and

programs and to pay all Insurance and Surety Obligations, including any unpaid Insurance and Surety Obligations arising prior to the commencement of these Chapter 11 Cases, and continuing to engage Gallagher's services, is critical to the Debtors' ability to preserve the going-concern value of their businesses, which will inure to the benefit of all parties in interest.

25. The relief requested by this Motion represents a sound exercise of the Debtors' business judgment, is necessary to avoid immediate and irreparable harm to the Debtors' estates, and is justified under sections 363(b) and 105(a) of the Bankruptcy Code. Accordingly, authorizing the Debtors to pay prepetition amounts related to the Insurance Obligations and Surety Obligations is in the best interests of the Debtors, their estates, and their economic stakeholders.

B. The Automatic Stay Should be Modified for Workers' Compensation Claims

26. Section 362(a)(1) of the Bankruptcy Code operates to stay "the commencement or continuation, including the issuance or employment of process, of a judicial, administrative, or other action or proceeding against the debtor that was or could have been commenced before the commencement of the case under this title, or to recover a claim against the debtor that arose before the commencement of the case under this title[.]" 11 U.S.C. § 362(a)(1). Section 362(d)(1), however, permits a debtor or other party in interest to request a modification or termination of the automatic stay for "cause." 11 U.S.C. § 362(d)(1).

27. Pursuant to section 362(d) of the Bankruptcy Code, the Debtors seek authority to modify the automatic stay to permit employees who hold workers' compensation claims to proceed with such claims in the appropriate judicial or administrative forum.

28. There is cause to modify the automatic stay because staying the workers' compensation claims could result in employee departures or otherwise harm employee morale at a time when the Debtors need their workforce to be operating at peak efficiency. Unnecessary distractions—or worse, heavy attrition—could jeopardize the Debtors' chapter 11 strategy and

result in irreversible harm to the Debtors' businesses. Accordingly, the Debtors respectfully request that the Court modify the automatic stay as it relates to valid workers' compensation claims to allow employees holding any such claims to pursue resolution and collection.

C. Cause Exists to Authorize the Debtors' Financial Institutions to Honor Checks and Electronic Fund Transfers

29. The Debtors anticipate having sufficient funds to pay the amounts described herein in the ordinary course of business using expected cash flows from ongoing business operations and anticipated access to cash collateral. In addition, under the Debtors' existing cash management system, the Debtors can identify readily whether checks or wire transfer requests are payments authorized by the relief requested in this Motion. Accordingly, the Debtors believe that checks or wire transfer requests, other than those relating to authorized payments, will not be honored inadvertently. As such, the Court should authorize the Banks to receive, process, honor and pay any and all checks or wire transfer requests as directed by the Debtors in respect of the relief requested herein, to the extent the Debtors have sufficient funds on deposit in their accounts with such Banks, whether such checks or wire transfers are dated before, on or after the Petition Date, and such Banks may rely on the representations of the Debtors without any duty of further inquiry and without liability for following the Debtors' instructions.

Reservation of Rights

30. Nothing contained herein is intended to be or shall be deemed as (i) an implication or admission as to the validity of any claim against the Debtors; (ii) a waiver or limitation of the Debtors' or any party in interest's rights to dispute the amount of, basis for, or validity of any claim; (iii) a waiver of the Debtors' or any other party in interest's rights under the Bankruptcy Code or any other applicable nonbankruptcy law; (iv) a waiver of the obligation of any party in interest to file a proof of claim; (v) an agreement or obligation to pay any claims; (vi) a waiver of

any claims or causes of action which may exist against any creditor or interest holder; (vii) an admission as to the validity of any liens satisfied pursuant to this Motion; or (viii) an approval, assumption, adoption, or rejection of any agreement, contract, lease, program, or policy under section 365 of the Bankruptcy Code. Likewise, if the Court grants the relief sought herein, any payment made pursuant to the Court's order is not intended to be and should not be construed as an admission to the validity of any claim or a waiver of the Debtors' or any other party in interest's rights to dispute such claim subsequently.

Debtors Have Satisfied Bankruptcy Rule 6003(b)

31. The Debtors respectfully request expedited consideration of this Motion pursuant to Bankruptcy Rule 6003, which empowers a court to grant relief within the first twenty-one (21) days after the commencement of a chapter 11 case "to the extent that relief is necessary to avoid immediate and irreparable harm." As described above, and in the First Day Declaration, authorizing the Debtors to use estate funds to pay the Insurance Obligations and Surety Obligations in the ordinary course of business is in the best interests of the Debtors and their estates. Accordingly, the Debtors believe that the relief requested herein is necessary to avoid immediate and irreparable harm, and, therefore, Bankruptcy Rule 6003 is satisfied.

Bankruptcy Rules 6004(a) and (h)

32. To implement the relief requested in this Motion successfully, the Debtors request that the Court find that notice of this Motion is adequate under Bankruptcy Rule 6004(a) under the circumstances, and waive the 14-day stay of an order authorizing the use, sale, or lease of property under Bankruptcy Rule 6004(h). As described above, and in the First Day Declaration, the relief requested herein is necessary to avoid immediate and irreparable harm to the Debtors. Accordingly, ample cause exists to justify finding that the notice requirements under Bankruptcy Rule 6004(a) have been satisfied and to grant a waiver of the 14-day stay imposed by Bankruptcy

Rule 6004(h), to the extent such notice requirements and such stay apply.

WHEREFORE, the Debtors respectfully request that the Court hear this Motion on an emergency basis and enter an order in the form attached hereto as **Exhibit A** (i) granting the relief requested in this Motion, and (ii) granting such other relief as the Court deems just and proper.

Dated: July 23, 2026

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Proposed Counsel for the Debtors and Debtors-in-Possession

EXHIBIT A

(Proposed Order)

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION
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[1] The Debtors' mailing address is 5950 NW 1st Place, Suite 200, Gainesville, FL 32607. The last four digits of each Debtor's federal tax identification number are: (i) Trajector Holdings, LLC (7528); (ii) Benefits Group Holdings, LLC (2029); (iii) Trajector Medical, LLC (5243); (iv) Infinite IP LLC (3723); (v) Perfect Path, LLC (3494); (vi) Trajector Admin Services, LLC (2231); (vii) Benefits Insurance, LLC (9835); (viii) Myler Insurance Services Holdings, LLC (3606); (ix) AnchorSix Services, LLC (5009); (x) Atvantage, LLC (7384); (xi) Trajector Media Services, LLC (7509); (xii) Globaltek BPO LLC (1684); (xiii) Myler Disability Holdings, LLC (9924); (xiv) Myler Disability, LLC (0845); (xv) Adduco Media, LLC (0257); (xvi) Trajector Disability, LLC (5136); (xvii) Contact Center 1, LLC (2329); (xviii) Benefits Karma, LLC (1850); (xix) Executive Staffing Solutions, PLLC (1841); (xx) Ampry Holdings, LLC (2323); (xxi) Concierge Staffing Service Management, LLC (2814); and (xxii) Trajector, Inc. (2128).

CONCIERGE STAFFING SERVICE MANAGEMENT, LLC,	Case No. 3:26-bk-_____
TRAJECTOR, INC.,	Case No. 3:26-bk-_____
Debtors.	(Joint Administration Pending)

_____/

ORDER GRANTING DEBTORS' EMERGENCY MOTION FOR AUTHORIZATION TO (I) CONTINUE TO ADMINISTER INSURANCE POLICIES, SURETY BOND, AND RELATED AGREEMENTS; (II) HONOR CERTAIN OBLIGATIONS IN RESPECT THEREOF; AND (III) FOR RELATED RELIEF

THIS CASE came before the Court on July ___, 2026, at _____ .m., in Jacksonville, Florida for a hearing (the "Hearing") upon the *Debtors' Emergency Motion for Authorization to (I) Continue to Administer Insurance Policies, Surety Bond, and Related Agreements; (II) Honor Certain Obligations in Respect Thereof; and (III) for Related Relief* [Doc. No. ____] (the "Motion")[2] filed by the above-captioned debtors and debtors-in-possession (the "Debtors"). The Court, having considered the Motion, finding that: (a) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; (b) venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; (c) this matter is core pursuant to 28 U.S.C. § 157(b)(2); (d) it may enter a final order consistent with Article III of the United States Constitution; (e) notice of the Motion and the Hearing thereon was sufficient under the circumstances and no other or further notice need be provided; (f) the Court having determined that the legal and factual bases set forth in the Motion, the First Day Declaration and at the Hearing establish just cause for the relief granted herein, and (g) the Court having heard the presentation of counsel at the Hearing and being otherwise fully advised in the premises, does for the reasons stated on the record of the Hearing, all of which are incorporated herein; and after due deliberation and sufficient cause appearing therefor,

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

IT IS HEREBY ORDERED THAT

1. The Motion is **GRANTED**.

2. The Debtors are authorized, but not directed, to pay, in the ordinary course of business as such obligations become due, all Insurance Obligations arising under or relating to the Insurance Policies, including any new Insurance Policies, without regard to whether such Insurance Policies are listed in **Exhibit B** to the Motion, and without regard to whether accruing or relating to the period before or after the Petition Date.

3. The Debtors are authorized, but not directed, to pay, in the ordinary course of business as such obligations become due, all Surety Obligations (including amounts owed to the Surety) arising under or relating to the Surety Bond, including any new Surety Obligations, without regard to whether such Surety Obligations are identified in the Motion, and without regard to whether accruing or relating to the period before or after the Petition Date.

4. The Debtors are further authorized, but not directed, to maintain their Insurance Policies and the Surety Bond in accordance with practices and procedures that were in effect before the commencement of these chapter 11 cases.

5. The Debtors are further authorized, but not directed, to revise, extend, renew, modify, rollover, replace, or obtain new Insurance Policies and Surety Bonds, and to take all appropriate actions in connection therewith, in the ordinary course of business and in furtherance of protecting the property of the Debtors' estates.

6. The Debtors are further authorized, but not directed, to continue using Gallagher as their insurance broker.

7. The Debtors are authorized, but not directed, to renew, modify, supplement or acquire additional bonding capacity as needed in the ordinary course of business, request releases from obsolete bonding obligations, and execute other agreements in connection therewith.

8. Notwithstanding anything to the contrary herein or in the Motion, (i) the term Insurance Policies shall include all insurance policies issued to or providing coverage to the Debtors, whether prospective, current or expired, and any agreements related thereto; and (ii) nothing herein (a) alters or amends (I) the terms and conditions of any Insurance Policy, or (II) the right, if any, of any insurer to draw on and apply collateral in accordance with terms of the Insurance Policies (and, to the extent applicable, the automatic stay of section 362 of the Bankruptcy Code is hereby modified to permit such); (b) relieves the Debtors of any of their obligations under the Insurance Policies, including the obligation to pay or reimburse an insurer or third party administrator for defense costs or any amounts within a deductible; (c) creates or permits a direct right of action against an insurer or third party administrator; (d) precludes or limits, in any way, the rights of any insurer to contest and/or litigate the existence, primacy and/or scope of available coverage under the Insurance Policies; or (e) waives any insurer's or third party administrator's claims or rights against the Debtors, any of the Debtors' subsidiaries or affiliates, or any other person, entity, property or parties liable to such insurer or third party administrator (whether under the Insurance Policies or otherwise).

9. The automatic stay of Bankruptcy Code section 362(a), if and to the extent applicable, shall be deemed lifted without further order of the Court, solely to permit: (i) claimants with valid workers' compensation claims or direct action claims against an insurer or third party administrator under applicable non-bankruptcy law to proceed with their claims and (ii) insurers or third party administrators to administer, handle, defend, settle, and/or pay, in the ordinary course of business and without further order of the Court, (a) all workers' compensation claims and (b) all claims where a claimant asserts a direct claim against the insurer or third party administrator.

10. Nothing herein or in the Motion (i) alters or amends the terms and conditions of the workers' compensation policies including, but not limited to, (a) the obligation, if any, of any

insurer or third party administrator to pay any amounts within a deductible and the right, if any, of an insurer or third party administrator to seek reimbursement from the Debtors therefor, (b) the obligation, if any, of the Debtors to reimburse any insurer or third party administrator for defense costs, and (c) the right, if any, of any insurer or third party administrator to draw on and apply any collateral to the obligations, if any, in subparagraphs (a) and (b), above, to the extent that the Debtors fail to reimburse the insurer or third party administrator therefor (and, to the extent applicable, the automatic stay of section 362 of the Bankruptcy Code is hereby modified to permit such); (ii) relieves the Debtors of any of their other obligations under the workers' compensation policies; (iii) creates or permits a direct right of action against an insurance carrier or third party administrator; (iv) precludes or limits, in any way, the rights of any insurance carrier to contest and/or litigate the existence, primacy and/or scope of available coverage under the workers' compensation policies; or (v) waives any insurer's or third party administrator's claims or rights against the Debtors, any of the Debtors' subsidiaries or affiliates, or any other person, entity, property or parties liable to such insurer or third party administrator (whether under the workers' compensation policies or otherwise).

11. Each of the Banks at which the Debtors maintain their accounts are authorized to (a) receive, process, honor, and pay all checks presented for payment and all fund transfer requests as directed by the Debtors on account of the relief granted herein, to the extent that sufficient funds are on deposit in those accounts, whether such checks were presented or fund transfers were submitted before, on or after the Petition Date, and (b) accept and rely on the Debtors' designation of any particular check or electronic payment request as appropriate pursuant to the Motion without any duty of further inquiry and without liability for following the Debtors' instructions.

12. The Debtors are authorized, but not directed, to issue new postpetition checks, or effect new electronic funds transfers, on account of the Insurance Obligations and Surety

Obligations, as set forth herein, and to replace any prepetition checks or electronic fund transfer requests that may be lost or dishonored or rejected as a result of the commencement of the Debtors' chapter 11 cases.

13. Nothing contained in the Motion or this Order or any payment made pursuant to the authority granted by this Order is intended to be or shall be deemed as (i) an implication or admission as to the validity of any claim against the Debtors; (ii) a waiver of the Debtors' or any party in interest's rights to dispute the amount of, basis for, or validity of any claim; (iii) a waiver of the Debtors' or any party in interest's rights under the Bankruptcy Code or any other applicable nonbankruptcy law; (iv) a waiver of the obligation of any party in interest to file a proof of claim; (v) an agreement or obligation to pay any claims; (vi) a waiver of any claims or causes of action which may exist against any creditor or interest holder; (vii) an admission as to the validity of any liens satisfied pursuant to the Motion; or (viii) an approval, assumption, adoption, or rejection of any agreement, contract, lease, program, or policy under section 365 of the Bankruptcy Code.

14. Notwithstanding entry of this Order, nothing herein shall create, nor is intended to create, any rights in favor of or enhance the status of any claim held by any party.

15. The requirements of Bankruptcy Rule 6003(b) have been satisfied.

16. Notice of the Motion satisfies the requirements of Bankruptcy Rule 6004(a).

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

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

19. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

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(Attorney Edward J. Peterson is directed to serve a copy of this order on interested parties who do not receive service by CM/ECF and file a proof of service within three days of entry of the order.)

EXHIBIT B

(Insurance Policies)

TYPE OF POLICY COVERAGE	INSURANCE CARRIER(S)	POLICY NUMBER	POLICY TERM	PREMIUM (Excluding fees, surcharges, and taxes)	STATUS OF PREMIUM PAYMENTS
Workers Compensation and Employers Liability	Hartford Underwriters Insurance Company	21WBBK9GLE	Nov. 10, 2025 – Nov. 10, 2026	$45,188	Paid in full
Automobile	Trumbull Insurance Company; Twin City Fire Insurance Company	21UENBN2DT5	Nov. 10, 2025 – Nov. 10, 2026	$12,205	Paid in full
General Liability	Twin City Fire Insurance Company; Hartford Fire Insurance Company	21UUNBNOU7P	Nov. 10, 2025 – Nov. 10, 2026	$46,472	Paid in full
Umbrella	Hartford Casualty Insurance Company	21RHUBN0U7R	Nov. 10, 2025 – Nov. 10, 2026	$9,981	Paid in full
Directors and Officers and Entity, Employment Practices, Fiduciary, Crime	National Casualty Company	PH02509046	Aug. 10, 2025 – Nov. 10, 2026	$62,452	Paid in full

TYPE OF POLICY COVERAGE	INSURANCE CARRIER(S)	POLICY NUMBER	POLICY TERM	PREMIUM (Excluding fees, surcharges, and taxes)	STATUS OF PREMIUM PAYMENTS
Cyber	Chaucer Insurance Company	CICCBS5ZCNKR4H	Aug. 18, 2025 – Nov. 10, 2026	$53,552	Paid in full
Professional Lines Other Services (Errors & Omissions)	Certain Underwriters at Lloyd's, London	LI731PIMA262	April 29, 2026 – April 29, 2027	$42,000	Paid in full
ERISA Fidelity Coverage	Travelers Casualty and Surety Company of America	107602726	Oct. 27, 2024 – Oct. 27, 2027	$497	Paid in full
International	Hartford Fire Insurance Company	21HIPDS2687	Feb. 28, 2026 – Feb. 28, 2027	$3,321	Paid in full