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-03286
BENEFITS GROUP HOLDINGS, LLC,	Case No. 3:26-bk-03289
TRAJECTOR MEDICAL, LLC,	Case No. 3:26-bk-03291
INFINITE IP LLC,	Case No. 3:26-bk-03293
PERFECT PATH, LLC,	Case No. 3:26-bk-03295
TRAJECTOR ADMIN SERVICES, LLC,	Case No. 3:26-bk-03296
BENEFITS INSURANCE, LLC,	Case No. 3:26-bk-03297
MYLER INSURANCE SERVICES HOLDINGS, LLC,	Case No. 3:26-bk-03298
ANCHORSIX SERVICES, LLC,	Case No. 3:26-bk-03299
ATVANTAGE, LLC,	Case No. 3:26-bk-03300
TRAJECTOR MEDIA SERVICES, LLC,	Case No. 3:26-bk-03301
GLOBALTEK BPO LLC,	Case No. 3:26-bk-03302
MYLER DISABILITY HOLDINGS, LLC,	Case No. 3:26-bk-03304
MYLER DISABILITY, LLC,	Case No. 3:26-bk-03306
ADDUCO MEDIA, LLC,	Case No. 3:26-bk-03307
TRAJECTOR DISABILITY, LLC,	Case No. 3:26-bk-03308
CONTACT CENTER 1, LLC,	Case No. 3:26-bk-03309
BENEFITS KARMA, LLC,	Case No. 3:26-bk-03310
EXECUTIVE STAFFING SOLUTIONS, PLLC,	Case No. 3:26-bk-03311
AMPRY HOLDINGS, LLC,	Case No. 3:26-bk-03312
CONCIERGE STAFFING SERVICE MANAGEMENT, LLC,	Case No. 3:26-bk-03314
TRAJECTOR, INC.,	Case No. 3:26-bk-03315
Debtors.	(Joint Administration Pending)

_____/

DEBTORS' EXHIBIT REGISTER

In Support of First Day Motions

[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).

2603286260724000000000007

Exhibits Submitted on behalf of

[ ] Plaintiff [ ] Defendant [**X**] Debtors [ ] Others

Date of Hearing/Trial: Friday, July 24, 2026, at 3:00 p.m.

Type of Hearing/Trial: First Day Motions

SUBMITTED BY:

/s/ Edward J. Peterson

Edward J. Peterson
Florida Bar No. 14612
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Counsel for the Debtors

Exhibit No.	Description	Admitted	Refused	Not Introduced
1.	*Declaration of Mark C. Healy in Support of Chapter 11 Petitions and First Day Relief* [ECF No. 39]			
2.	*Declaration of Evan Gershbein in Support of Debtors' Emergency Application for Entry of Order Authorizing Debtors to Employ and Retain Kurtzman Carson Consultants, LLC dba Verita Global as Notice, Claims and Solicitation Agent, Effective as of the Petition Date* [Exhibit to ECF No. 29]			
3.	*Declaration of Mark C. Healy in Support of Debtors' Emergency Application, Pursuant to Sections 105(a) and 363(b) of the Bankruptcy Code, for Authorization to Employ and Retain Mark C. Healy as Chief Restructuring Officer and Other Personnel at Michael Moecker & Associates, Inc. to Provide Advisory Services, Effective as of the Petition Date* [Exhibit to ECF No. 35]			

Exhibit Cover Sheet

Party submitting: **Debtors** **Exhibit No. 1**

Admitted: **Yes** or **No** (circle one)

Debtors: **Trajector Holdings, LLC, et al.**

Lead Case No.: **3:26-bk-3286-JAB**

Nature of Hearing/Docket Nos: **First Day Motions**

Declaration of Mark C. Healy in Support of Chapter 11 Petitions and First Day Relief [ECF No. 39]

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA

Dated_____, 2026.

By:_____, Deputy Clerk

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TRAJECTOR, INC.,	Case No. 3:26-bk-03315
Debtors.	(Joint Administration Pending)

_____/

DECLARATION OF MARK C. HEALY IN SUPPORT OF
CHAPTER 11 PETITIONS AND FIRST DAY RELIEF

[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).

I, Mark C. Healy, hereby declare that the following is true to the best of my knowledge, information, and belief:

1. I am the Chief Restructuring Officer (the "CRO") of Trajector Holdings, LLC ("Trajector Holdings") and its affiliated debtors and debtors in possession (collectively, the "Debtors," the "Company," or "Trajector"), having been appointed on June 22, 2026. I continue to serve as CRO for the Debtors, as debtors and debtors in possession in the above-captioned chapter 11 cases (the "Chapter 11 Cases").

2. I am the Executive Vice President of Michael Moecker & Associates, Inc. ("MMA"), an insolvency and fiduciary services firm. I have substantial restructuring and insolvency experience and have served in federal and state courts as, among other roles, a chief restructuring officer, chapter 11 trustee, receiver, assignee, liquidation agent, and distribution agent. My representations have spanned a broad range of industries, including retail, medical, hospitality, IT equipment and services, military, government, automotive, construction, financial services, non-profit and import/export. Prior to joining MMA, I worked in commercial banking for sixteen years and served for four years as the CFO for a residential developer and golf course management company. I have also served as an expert witness in chapter 11 plan confirmation proceedings. MMA has substantial experience in providing fiduciary and consulting services to assist distressed businesses in large and complex insolvency cases.

3. Prior to the Petition Date, the Debtors retained MMA in connection with their financial and operational restructuring, and MMA agreed to provide my services as CRO, together with the services of certain additional personnel. As MMA's lead professional on the engagement and as CRO of the Debtors, I and others working under my direction have become familiar with the Debtors' businesses, financial affairs, debt structure, assets, contractual

arrangements, operations, and strategic challenges. I have been assisting the Debtors with respect to evaluating their capital structure and analyzing potential strategic alternatives. Accordingly, I have acquired substantial background and information regarding the Debtors that will assist me in providing effective and efficient services to the Debtors with the many issues that may arise in the context of these Chapter 11 Cases.

4. Trajector is a mission-driven services organization that helps the underserved and at-risk disabled population pursue disability and related benefits from government agencies. Millions of Americans struggle to secure their disability benefits due to a lack of awareness, confusing and complicated eligibility and documentation standards, and burdensome procedures. Through its two principal businesses—Trajector Medical and Trajector Disability—the Company empowers individuals in underserved communities to obtain the full benefit of the health, financial, and social programs for which they qualify, with the goal of helping its clients live healthier and higher-quality lives.

5. On the date hereof (the "Petition Date"), the Debtors each commenced a voluntary case under chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Middle District of Florida (the "Court") and continue to operate their business and manage their properties as debtors in possession. The principal purpose of these Chapter 11 Cases is to stabilize the Debtors' businesses and implement a value-maximizing restructuring for the benefit of the Debtors' estates and stakeholders in accordance with the Bankruptcy Code.

6. To minimize any adverse effects on their estates as a result of the commencement of these Chapter 11 Cases, the Debtors have filed certain motions, applications and other papers seeking various types of "first day" relief (including all attachments and exhibits thereto and any

amendments, collectively, the "First Day Filings").[2] The First Day Filings seek relief aimed, among other things, to establish the foundation for the smooth and efficient entry into Chapter 11 and the administration of these Chapter 11 Cases. The relief requested in the First Day Filings is paramount to the success of the Debtors' efforts to preserve and maximize the value of their estates.

7. I have reviewed the Debtors' chapter 11 petitions and the First Day Filings, or otherwise had the contents thereof explained to me, and to the best of my knowledge, and after reasonable inquiry, I believe that the relief sought in each First Day Filing: (i) is necessary to enable the Debtors to efficiently enter into, and to operate in, chapter 11 with minimal disruption or loss of productivity or value; (ii) constitutes a critical element to the Debtors' efforts to preserve value and maximize creditor and stakeholder recoveries; and (iii) best serves the Debtors' estates and all parties in interest. Further, it is my belief that the relief sought in the First Day Filings is narrowly tailored and necessary to achieve the goals of these Chapter 11 Cases. The facts set forth in each of the First Day Filings are incorporated herein by reference.

8. I submit this declaration ("Declaration") to assist the Court and parties in interest in understanding the Debtors' businesses, capital structure, circumstances leading to the commencement of these Chapter 11 Cases, as well as to support the Debtors' petitions and the First Day Filings. Except as otherwise indicated, I have personal knowledge of the matters set forth in this Declaration, and all statements and facts set forth herein are based upon my personal knowledge, discussions with the Debtors' senior management and the Debtors' professionals, my and the Debtors' management's review of the Debtors' books and records, relevant documents and other information prepared or collected by the Debtors' professionals, or my opinion based

[2] Capitalized terms used by not otherwise defined herein shall have the meanings ascribed to them in the relevant First Day Filing(s).

upon my experience, knowledge, and information regarding the Debtors' operations and financial condition. In making my statements based upon my review of the Debtors' books and records, relevant documents and other information prepared or collected by the Debtors' professionals and representatives, I have relied upon those professionals and representatives accurately recording, preparing or collecting such documentation and other information.

9. I am authorized to submit this Declaration on behalf of the Debtors. I am over the age of eighteen, and if called to testify as a witness in this matter, I could and would competently testify to each of the statements and facts set forth herein.

10. This Declaration is organized into three parts. **Part I** provides background information about the Debtors, including their past and current business operations, their corporate and capital structure, and the circumstances leading up to the filing of these Chapter 11 Cases. **Part II** summarizes the Debtors' primary objectives in these Chapter 11 Cases. **Part III** sets forth the evidentiary basis for the relief sought in each of the First Day Filings.

PART I
BACKGROUND

A. OVERVIEW OF BUSINESS OPERATIONS

11. ***Trajector***. The Company's name—Trajector—is rooted in the goal of creating an upward trajectory for its clients and its organization. The Company works to protect clients from the wrongful denial of benefits for which they are qualified. Accessing healthcare and benefit programs in the United States is often a complex and inefficient journey, and many people leave significant disability compensation on the table or are wrongfully denied benefits to which they are entitled. Against this backdrop, the Company's mission is to develop medical evidence and otherwise help people with disabilities pursue the benefits for which they are qualified.



12. The Company serves clients who have historically been underserved in the United States—veterans and people with disabilities. Trajector's team members use technology and decades of refined learning to help clients better understand, access, and navigate benefit programs, including by developing the medical evidence necessary to pursue U.S. Department of Veterans Affairs ("VA") disability benefits, and by representing and assisting clients before the Social Security Administration ("SSA"). While the Company is a data-driven enterprise, it approaches each client individually—endeavoring to bring clarity to the complex, to act efficiently, and to conduct its activities with integrity—in order to chart a path toward a potential improved trajectory in its clients' lives.

13. Trajector Holdings serves as a holding company for two principal businesses: Trajector Medical, LLC ("Trajector Medical") and Trajector Disability, LLC ("Trajector Disability"). In 2025, the Debtors had gross revenues of approximately $279,787,000. As of June 30, 2026, the Debtors have realized gross revenues of approximately $81,501,000.



14. ***Trajector Medical***. Trajector Medical provides expert medical evidence development and documentation services to support its clients' claims for benefits from the VA with the goal of helping clients live healthier and higher-quality lives. For more than a decade, Trajector Medical's licensed nurse practitioners and registered nurses have helped veterans gather the medical evidence that matters most in the benefits determination process. Every VA disability decision, for example, requires proof of three elements: a current medical condition or disability; an event, injury, or illness during active duty; and a link—known as a nexus—between the two. That critical connection between service and current condition must be supported by medical evidence; without it, veterans with legitimate conditions face delays or denials of the benefits to which they are entitled.

15. Trajector Medical's core services include conducting one-on-one sessions with licensed medical professionals, reviewing medical histories and records to identify relevant conditions, mapping symptoms to diagnoses and causal factors, documenting accurate and clinically sound medical evidence, and providing veterans with comprehensive reports that can be submitted to the VA in support of their disability applications. Trajector Medical's services complement the work of VA-accredited representatives—attorneys, agents, and veterans service organizations who prepare, present, and prosecute claims before the VA—by ensuring that veterans have complete and credible medical evidence before submitting their applications.

Trajector Medical does not act as a representative before the VA. The Company's mission on the medical-evidence side is to make sure every veteran has access to clear, credible medical documentation so that his or her story can be told completely and considered fairly by VA decision-makers.

16. ***Trajector Disability***. Trajector Disability provides expert advocacy and support services concerning the Social Security Disability Insurance ("SSDI") and Supplemental Security Income ("SSI") processes, including assisting clients with verifying eligibility, establishing disability, building medical evidence, managing the associated paperwork, filing claims, and pursuing appeals of disability determinations. Originally known as Myler Disability, in 2021, the business was rebranded as Trajector Disability and continues to focus exclusively on helping its clients obtain the benefits they deserve.

17. To receive SSDI or SSI benefits, a claimant must demonstrate a disability that is expected to last for at least one year or result in death; other factors—including income, the severity of the disability, and the claimant's ability to work or change careers—also affect eligibility. Trajector Disability's licensed disability advocates guide clients through each stage of the application process: checking eligibility based on disability type, income, and work history; gathering medical evidence—including doctor's notes, laboratory results, imaging, and supporting statements—to provide a clear picture of the disability to the SSA; assembling all necessary documents and filing the claim; and, if the initial claim is denied, pursuing the appeals process on the client's behalf. Trajector Disability's advocates are licensed professionals who represent claimants before the SSA, and the Trajector Disability business does not involve any medical consulting.

18. ***Employees***. As of the Petition Date, the Company employs approximately 458 employees and 17 independent contractors, which include licensed medical professionals, medical records analysts and documentation specialists, medical research analysts, administrative and case management personnel, IT staff, and support services.



B. CORPORATE ORGANIZATION

19. The first business in the Trajector family of companies was founded in 2014 by James S. Hill, II, Gina G. Uribe, and Richard S. Blaser. From those origins, the Company grew into the enterprise that exists today, comprising the Trajector Medical and Trajector Disability businesses and their affiliated entities.

20. James S. Hill, II is a founder and a Manager of the Company. Mr. Hill, a disabled Navy veteran, also serves as the Chief Executive Officer of Trajector. Gina G. Uribe is a founder and Manager of the Company, and also serves as Chief Medical Officer.

21. As of the Petition Date, the Debtors' leadership is comprised of the following individuals:

Name	Position
James S. Hill, II	Chief Executive Officer
Kevin Frain	Chief Financial Officer
Mark C. Healy	Chief Restructuring Officer
Gina G. Uribe	Chief Medical Officer
Damon Thayer	General Counsel

22. The Debtors' principal operations are in Florida and Utah.

23. An organizational chart illustrating the Debtors' corporate structure as of the Petition Date is attached hereto as **Exhibit A**.

24. Trajector Holdings is a Delaware limited liability company. The equity interests in Trajector Holdings are held as follows: (i) entities affiliated with and controlled by Mr. Hill—Blackfin Capital, LLC (42.43%) and Turner Raymond & Associates LLC (2.23%)—holding approximately 44.67% in the aggregate; (ii) entities affiliated with and controlled by Ms. Uribe—White Blaze Medical Consulting LLC (19.12%), Ginken Medical LLC (23.31%), and Venture Strategy LLC (2.23%)—holding approximately 44.67% in the aggregate; (iii) Richard Blaser Revocable Trust LLC (10.54%); and (iv) certain other holders, specifically AKH Enterprises, Inc. (0.03%), DMS Holdings, Inc. (0.03%), and Epifanio Payams (0.07%).

25. Trajector Holdings is manager-managed. Mr. Hill and Ms. Uribe are the sole managers of the Company.

26. Trajector Holdings holds 100% of the equity interests in Benefits Group Holdings, LLC ("Benefits Group Holdings"), a Delaware limited liability company, which in turn holds 100% of the equity interests in the following Debtors: Trajector Medical, LLC, Infinite IP LLC, Perfect Path, LLC, Trajector Admin Services, LLC, Benefits Insurance, LLC, AnchorSix Services, LLC, Trajector Media Services, LLC, Globaltek BPO LLC, Myler Disability Holdings, LLC, Trajector Disability, LLC, and Contract Center 1, LLC.

27. Debtor Benefits Insurance, LLC holds 100% of the equity interests in Debtor Myler Insurance Services Holdings, LLC.

28. Debtor AnchorSix Services, LLC holds 85% of the equity interests in Debtor Atvantage, LLC.

29. Debtor Myler Disability Holdings, LLC holds 100% of the equity interests in Debtor Myler Disability, LLC and Debtor Adduco Media, LLC.

30. The equity interests in Debtor Benefits Karma, LLC are held as follows: (i) Blackfin Capital, LLC (controlled by Mr. Hill) (45%); (ii) Ginken Medical LLC (controlled by Ms. Uribe) (45%); and (iii) Richard S. Blaser Irrevocable Trust (controlled by Mr. Blaser) (10%).

31. The equity interests in Debtor Executive Staffing Solutions, PLLC are held as follows: (i) Blackfin Capital, LLC (controlled by Mr. Hill) (45%); (ii) Ginken Medical LLC (controlled by Ms. Uribe) (45%); and (iii) Richard S. Blaser Irrevocable Trust (controlled by Mr. Blaser) (10%).

32. The equity interests in Debtor Ampry Holdings, LLC are held as follows: (i) Blackfin Capital, LLC (controlled by Mr. Hill) (45%); (ii) Ginken Medical LLC (controlled by Ms. Uribe) (45%); and (iii) Richard S. Blaser Revocable Trust (controlled by Mr. Blaser) (10%).

33. The equity interests in Debtor Concierge Staffing Service Management, LLC are held as follows: (i) Blackfin Capital, LLC (controlled by Mr. Hill) (45%); (ii) Ginken Medical LLC (controlled by Ms. Uribe) (45%); and (iii) Richard S. Blaser Revocable Trust (controlled by Mr. Blaser) (10%).

34. Mr. Hill holds 100% of the equity interests in Debtor Trajector, Inc.

C. THE PREPETITION CAPITAL STRUCTURE OF THE DEBTORS

a. The Deutsche Bank Credit Facility

35. On April 14, 2021, Benefits Group Holdings, Trajector Holdings, certain subsidiaries of the Benefits Group Holding party thereto as Guarantor Subsidiaries,[3] the lenders from time to time party thereto (the "Lenders"), and Deutsche Bank AG New York Branch ("DBNY"), as administrative agent (in such capacity, the "Administrative Agent") and as collateral agent (in such capacity, the "Collateral Agent"), entered into that certain Credit and Guaranty Agreement (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), providing for a senior secured term loan facility (the "Deutsche Bank Credit Facility"). The Lenders include Regions Bank, Siemens Financial Services, Inc., and Stifel Bank & Trust.

36. Pursuant to the Credit Agreement, the Lenders made initial term loans to the Benefits Group Holdings in an aggregate principal amount of $75,000,000 (the "Initial Term Loans"), the proceeds of which were used, among other things, to repay certain existing indebtedness of the Company's predecessor group and to pay related transaction costs. Regions Bank later made incremental term loans in an aggregate principal amount of $20,000,000 (the "Incremental Term Loans," and together with the Initial Term Loans, the "Term Loans").

37. The Credit Agreement has been amended on several occasions since 2021. Most recently, Benefits Group Holdings, Trajector Holdings, the Guarantor Subsidiaries, and the Lenders entered into the Seventh Amendment to the Credit Agreement, dated as of June 3, 2026 (the "Seventh Amendment"), pursuant to which, among other things, the Lenders agreed to

[3] Each of the Guarantor Subsidiaries are Debtors, consisting of the following entities: Adduco Media, LLC, AnchorSix Services, LLC, Atvantage, LLC, Benefits Insurance, LLC, Contact Center 1, LLC, Myler Disability, LLC, Myler Disability Holdings, LLC, Myler Insurance Services Holdings, LLC, Perfect Path, LLC, Trajector Admin Services LLC, Trajector Disability, LLC, Trajector Media Services, LLC, and Trajector Medical, LLC.

extend the stated maturity of the Term Loans and the parties modified certain financial and reporting covenants. The Term Loans under the Credit Agreement originally matured on April 14, 2026, and, pursuant to the Sixth Amendment dated as of April 9, 2026, the maturity date was extended to May 29, 2026. Under the Seventh Amendment, the maturity date of the Term Loans was extended to July 28, 2026.

38. The obligations of Benefits Group Holdings under the Credit Agreement are unconditionally guaranteed, on a joint and several basis, by Trajector Holdings and by each of the Guarantor Subsidiaries party thereto.[4]

39. The obligations under the Credit Agreement are secured pursuant to that certain Pledge and Security Agreement, dated April 14, 2021 (as amended, restated, supplemented, or otherwise modified from time to time, the "Pledge and Security Agreement"), by and among Trajector Holdings, Benefits Group Holdings, the other grantors party thereto (collectively, the "Grantors"), and DBNY, as Collateral Agent. Pursuant to the Pledge and Security Agreement, each Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a first-priority security interest in and continuing lien on substantially all of its personal property (subject to certain customary exclusions for Excluded Assets), including accounts, chattel paper, documents, general intangibles, goods (including inventory and equipment), instruments, intellectual property and intellectual property licenses, investment related property (including deposit accounts and securities accounts), letter of credit rights, money, receivables, pledged equity interests, and pledged debt, together with all proceeds thereof. The Collateral Agent also

[4] The obligors under the Credit Agreement are: Benefits Group Holdings, Trajector Holdings, Adduco Media, LLC, AnchorSix Services, LLC, Atvantage, LLC, Benefits Insurance, LLC, Contact Center 1, LLC, Myler Disability, LLC, Myler Disability Holdings, LLC, Myler Insurance Services Holdings, LLC, Perfect Path, LLC, Trajector Admin Services LLC, Trajector Disability, LLC, Trajector Media Services, LLC, and Trajector Medical, LLC.

has a security interest in certain of the Debtors' deposit accounts which is perfected by control pursuant to deposit account control agreements.

40. As of the Petition Date, the aggregate outstanding principal balance under the Deutsche Bank Credit Facility was approximately $62.9 million, together with accrued and unpaid interest, fees, and other amounts payable thereunder.

b. Unsecured Obligations

41. In the ordinary course, the Debtors incur trade debt with certain vendors, suppliers, and taxing authorities in connection with the operation of their business, together with other unsecured obligations. As of the Petition Date, the Debtors' estimate that they have outstanding unsecured obligations totaling approximately $2,450,136 in the aggregate.

D. EVENTS LEADING TO THE FILING OF THE CHAPTER 11 CASES

a. Deterioration of the Founders' Relationship

42. As described above, the Company was founded in 2014 by Mr. Hill, Ms. Uribe, and Mr. Blaser, with Mr. Hill and Ms. Uribe acting as managers of Trajector Holdings since 2021. For most of the Company's history, Mr. Hill and Ms. Uribe enjoyed a productive partnership and close working relationship. That relationship has since become strained. Recently, cooperation has given way to conflict, and the Company has been required to devote substantial management, legal, and financial resources to matters that do not serve its clients or employees.

43. The following describes the governance disputes and impasse that, together with the other factors described in this Declaration, led to the commencement of these Chapter 11 Cases. Because I was not retained as CRO until after the events described below had substantially occurred, my understanding of these facts is derived from my discussions with the

Debtors' management and in-house counsel and my review of the Debtors' corporate records, including the Trajector Holdings, LLC limited liability company agreement (the "LLC Agreement"), board minutes, and the 2024 Addendum described below, as well as the publicly available court filings in the Delaware Litigation described below.

44. I understand that, in early 2026, in light of escalating disputes between Mr. Hill and Ms. Uribe, the Company's in-house counsel engaged independent outside counsel to conduct a privileged and confidential investigation into certain matters concerning the Company's governance and personnel. Nothing in this Declaration is intended to, and the Debtors do not, waive the attorney-client privilege, the attorney work-product protection, or any other applicable privilege or protection with respect to that investigation, including its scope, subject matter, methodology, witness interviews, findings, or conclusions. The summary set forth below does not rely upon or recite any privileged analysis or findings of that investigation.

45. On August 15, 2024, a board meeting was held at which Mr. Hill and Ms. Uribe adopted a clear decision-making process recognizing that Mr. Hill, as CEO, has authority to make all business decisions for the Company, and Ms. Uribe executed an addendum to the minutes of that meeting expressly memorializing this determination (the "2024 Addendum"). For a period, Mr. Hill managed the Company's operations based on the understanding in the 2024 Addendum. Beginning in mid-2025, Ms. Uribe resumed more active involvement in the business, which gave rise to differing views among Company leadership regarding the allocation of decision-making authority under the 2024 Addendum.

46. Beginning in early 2026, disputes arose between Ms. Uribe, on the one hand, and Mr. Hill and members of the Company's management and legal personnel, on the other hand, regarding the Company's governance and financial affairs. The Company and its management

dispute the merits of Ms. Uribe's positions in these disputes. These disputes consumed significant amounts of management time, generated substantial instability within the Company, posed risks to employee attrition, and materially increased the Company's legal and administrative expenses, including fees paid to at least four outside law firms.

47. Among other things, the disputes described above coincided with and affected the Company's efforts to refinance its maturing senior secured indebtedness, including by creating a risk of disruption to the Company's ongoing discussions with its existing lenders and prospective new lenders at a critical juncture. The Company focused on maintaining consistent lender engagement, as reflected in the contemporaneous credit agreement amendments and related requirements described above.

48. Despite the Company's efforts to resolve these issues internally in 2025 and in 2026, including through a two-day mediation with a professional mediator in April 2026, the parties were unable to resolve their disputes regarding the LLC Agreement through ordinary corporate governance, which left the Company unable to act decisively at a pivotal moment and necessitated recourse to the courts, as described below.

b. <u>The Company's Governance Structure and Management Impasse</u>

49. From inception, the founders of Trajector agreed that Ms. Uribe would have ultimate voting authority with respect to the Company's technical medical consulting operations, while Mr. Hill would have ultimate voting authority on all other matters, including all business, corporate strategy, legal, and finance decisions. This division of voting authority was reflected in a variety of the Company's corporate documents, and, ultimately, in the Trajector Holdings LLC Agreement, pursuant to which Mr. Hill and Ms. Uribe serve as the sole managers of the Company.

50. Consistent with that arrangement, Section 6.01(b) of the LLC Agreement provides that, in the event the two managers do not unanimously agree on any matter, Ms. Uribe "shall have ultimate managerial decision making authority with respect to the technical medical consulting operations of the Company and its Subsidiaries including medical strategies and medical consulting techniques, processes and procedures," and Mr. Hill "shall have ultimate managerial decision making authority with respect to all other non-medical consulting operations of the Company and its Subsidiaries including, without limitation, decisions relating to corporate strategy, growth, negotiations, contracts, mergers, and acquisitions."

51. In addition, to the extent any matters set forth in the LLC Agreement or under Delaware law require the consent of the Company's members, Section 7.10 of the LLC Agreement provides that, so long as entities affiliated with Mr. Hill and Ms. Uribe hold at least 60% of the Company's units, the affirmative vote of those affiliated entities (defined as the "Majority Members") constitutes a decision of the members, and in the event the Majority Members do not unanimously agree, the Uribe-affiliated members have ultimate decision-making authority with respect to technical medical consulting operations while the Hill-affiliated members have ultimate decision-making authority with respect to all other non-medical consulting operations.

52. Section 6.04(b) of the LLC Agreement provides that the Company's officers, including Mr. Hill as CEO, have such duties, rights, powers, and authority as the Managers may prescribe from time to time. Consistent with these provisions, on August 15, 2024, Mr. Hill and Ms. Uribe held a meeting at which they adopted a clear decision-making process recognizing that Mr. Hill, as CEO, has authority to make all business decisions for the Company, and Ms. Uribe executed the 2024 Addendum memorializing that determination.

53. In early 2026, the Company confronted the imminent maturity of the Deutsche Bank Credit Facility. The Company worked for months to secure a replacement credit facility from a new lender. However, the prospective new lender conditioned any new facility on, among other things, confirmation by the Company's principals, including Ms. Uribe, that Mr. Hill has ultimate authority to enter into the new credit facility and with respect to all decisions that do not involve technical medical consulting, including the Company's Social Security Disability operations. The Company's principals were unable to reach agreement on that confirmation. As a result of the continuing impasse, the Company faced the prospect of an imminent default under the Deutsche Bank Credit Facility, which would have exposed the Company and its subsidiary guarantors to immediate liability for the outstanding term loan indebtedness of approximately $62.9 million, plus interest and fees.

c. The Delaware Litigation Related to Impasse

54. The unresolved governance impasse impaired the Company's ability to make timely and critical financial and strategic decisions when the Company was confronting significant liquidity and capital structure pressures. With the maturity date approaching and the impasse unresolved, on May 4, 2026, Trajector Holdings filed suit against Ms. Uribe in the Delaware Court of Chancery (the "Chancery Court") captioned *Trajector Holdings, LLC v. Uribe*, C.A. No. 2026-0569-LWW (Del. Ch.) (the "Delaware Litigation").

55. Through the Delaware Litigation, the Company sought a declaration confirming the scope of the Managers' ultimate decision-making authority under the LLC Agreement—specifically, that Mr. Hill has ultimate authority to enter into any new credit facility on behalf of the Company and its subsidiaries and with respect to any other material transactions that do not

concern "technical medical consulting," including ultimate authority over the entirety of the Company's SSDI operations.

56. The Company moved for judgment on the pleadings in the Delaware Litigation, asserting that the LLC Agreement is clear and unambiguous and must be enforced as written, such that Mr. Hill has ultimate authority over any new credit facility and all other material transactions not involving technical medical consulting, including the entirety of the SSDI operations. On May 21, 2026, the Chancery Court agreed and granted the motion in a ruling from the bench.

57. On May 22, 2026, the Chancery Court entered an order (the "Chancery Court Order") granting the Company's motion for judgment on the pleadings. The order provides, in relevant part, that "[p]ursuant to Section 6.01(b) of the Limited Liability Company Agreement of Trajector, in the event that a decision of the Managers is not unanimously approved, James S. Hill, II has ultimate managerial decision-making authority to enter into any new credit facility on behalf of the Company and its subsidiaries and with respect to any other material transactions that do not concern 'technical medical consulting,' including that Hill has ultimate managerial decision-making authority over the Social Security Disability operations."

58. The Chancery Court Order thus confirmed Mr. Hill's ultimate authority, in his capacity as manager, to direct any and all business matters except those strictly involving technical medical consulting operations—including his ultimate authority over all SSDI operations—and to cause the Company and its subsidiaries to enter into financing and other material transactions.

d. Class Action Litigation

59. In addition to the Delaware Litigation, Trajector Medical and a related entity are defendants in two putative class actions brought on behalf of veterans who engaged Trajector Medical to provide medical evidence support services in connection with their claims for VA disability compensation. Both actions assert that Trajector Medical is not accredited by the VA and therefore unlawfully charged fees for assisting with the preparation, presentation, and prosecution of VA disability claims, in alleged violation of federal statutes and regulations governing accreditation and fees (including 38 U.S.C. §§ 5901 and 5904 and 38 C.F.R. §§ 14.629 and 14.636).

60. The first action, *Christopher Baker, Randall Coates, Kerry Isner, Damon Oliver, and Warren Treadwell v. Trajector Medical, LLC (f/k/a Vet Comp & Pen Medical Consulting, LLC*), Case No. 01-2026-CA-000952 (the "Baker Action"), was filed on March 27, 2026 in the Circuit Court of the Eighth Judicial Circuit in and for Alachua County, Florida, and was brought on behalf of a proposed class of Florida-resident veterans. It asserts a single count under the Florida Deceptive and Unfair Trade Practices Act predicated on alleged violations of federal law governing VA accreditation and fee restrictions, and seeks actual damages, an order voiding outstanding contractual balances, injunctive relief, and attorneys' fees and costs. The Baker Action was removed to the United States District Court for the Northern District of Florida on April 28, 2026, and assigned Case No. 1:26-cv-00952. Trajector Medical thereafter filed a motion to compel arbitration, which is fully briefed. On May 8, 2026, the court entered an order staying proceedings until 35 days after the court rules on Trajector Medical's pending motion to compel arbitration. On June 2, 2026, after being advised that a similar class action (described below) was pending in a different federal district and would likely be transferred to the United

States District Court for the Northern District of Florida based on the "first to file" rule, the court administratively removed the motion to compel arbitration from its internal tracking list and indicated it would be restored after the transfer occurred and the anticipated motion to compel arbitration in that case was fully briefed.

61. The second action, *Gilbert Quijada, Jr., Jeffrey Phillips, and Kimberly Phillips v. Trajector, Inc. and Trajector Medical, LLC (f/k/a Vet Comp and Pen Medical Consulting, LLC*), Case No. 2:26-cv-03792 (the "Quijada Action," and together with the Baker Action, the "Class Actions"), was filed on April 9, 2026 in the United States District Court for the Central District of California and was brought on behalf of proposed nationwide and California classes of veterans (and eligible dependent spouses). It asserts claims for declaratory judgment, violations of the California Consumers Legal Remedies Act, violations of the California Unfair Competition Law, violations of the California Rosenthal Fair Debt Collection Practices Act, and unjust enrichment. The Quijada Action seeks compensatory, statutory, and punitive damages, restitution and disgorgement, injunctive relief, and attorneys' fees and costs. This action was transferred to the United States District Court for the Northern District of Florida on June 23, 2026, and reassigned Case No. 1:26-cv-00150-MW-MJF. Both of the Class Actions are now assigned to the same U.S. District Judge. On June 30, 2026, the Court in the Quijada Action entered a stay of all proceedings, similar to that in the Baker Action. Subsequently, on July 16, 2026, Trajector filed its motion to compel arbitration in the Quijada Action. The plaintiffs' response to the motion is due on August 6, 2026.

62. The Company strongly disputes the claims asserted in the Class Actions and has moved to compel arbitration of both actions. Should the Class Actions proceed to the merits, Trajector Medical anticipates arguing that federal law does not require it to obtain a license

because its business is the creation of high-quality, supporting medical evidence and not preparation, presentation, or prosecution of VA claims; that it accurately discloses to its veteran clients what it does and does not do; and that plaintiffs have not suffered any damages when they pay the disclosed fee only after successfully using the company's medical evidence to obtain disability benefits or a rate increase from the VA.

e. <u>Legal and Regulatory Headwinds Affecting Trajector Medical</u>

63. In addition to the litigation matters described above, Trajector Medical has faced considerable regulatory and legislative headwinds affecting its VA medical-evidence-development business. In recent years, a growing number of states have passed new legislation or amended existing laws regarding veterans' benefits matters. Currently, 28 states have active statutes addressing veterans' benefits matters, which generally fall into three categories:

a. **GUARD Acts (12 States)**: These laws prohibit unaccredited companies from receiving compensation in connection with a veterans' benefits matter. This framework is active in California, Illinois, Iowa, Maine, Massachusetts, Michigan, New Jersey, New York, Oregon, Rhode Island, Utah, and Washington.

b. **SAVE Acts (12 States)**: These laws specifically authorize fees for unaccredited entities, provided they adhere to specific consumer protection guardrails. Common requirements include fee caps, disclosure mandates, restrictions on business or employment relationships with medical professionals, and prohibitions on the use of international call or data centers to process veterans' personal information. This framework is active in Alabama, Colorado, Florida, Idaho, Louisiana, Mississippi, North Carolina, Oklahoma, South Carolina, South Dakota, Tennessee, and Virginia.

c. **Disclosure Laws (4 States)**: Alaska, Connecticut, Maryland, and Minnesota have enacted narrower laws focused primarily on consumer disclosures.

64. These regulatory developments have forced Trajector Medical to navigate an increasingly fragmented and inconsistent patchwork of state laws that permit certain activities in some jurisdictions while prohibiting them in others.

65. While Trajector Medical and its affiliates maintain that their services provide vital support to veterans by helping them develop and organize medical evidence, state-level regulatory changes have constrained the company's ability to operate nationwide under its historical business model. Since 2024, Trajector Medical suspended its services for veterans residing in 23 states where local laws prevent, severely limit, or impose undue risks on continued operations. For the year to date period ending June 30, 2026, the Debtors estimate that Trajector Medical's revenue declined by approximately 60% compared to the same period in the prior year, primarily as a result of these legal and regulatory changes. During the same period, the Debtors' total, combined gross revenue declined by approximately 46%. To date, legislative efforts to regulate veterans' benefits matters have occurred in 48 states. Of the 22 states without existing statutes impacting veterans' benefits matters, the overwhelming majority have considered similar proposals and are expected to consider such proposals during their 2027 legislative sessions.

66. Similar legislative efforts are also underway at the federal level. Mirroring state-level GUARD Acts, the federal SAFEGUARD Act seeks to reinstate criminal penalties for unaccredited entities that solicit, contract for, charge, or receive fees related to the preparation, presentation, or prosecution of VA benefit claims. It also aims to prohibit the use of autodialer technology when contacting federal agencies, which directly targets communications technology commonly used by unaccredited entities, and increase public-facing warnings regarding unaccredited entities. Although not expected to pass as standalone legislation in the current Congress, this proposed law could pass in a future Congress.

67. The federal CHOICE Act is a competing bill that is more aligned with state-level SAVE Acts. This proposal seeks to establish a two-tiered accreditation system that would largely

maintain the existing structure for Veterans Service Organizations (VSOs) and accredited attorneys/agents, while creating a formal pathway for private, for-profit entities to operate under VA oversight. The CHOICE Act cleared the House Committee on Veterans' Affairs in May 2025, but currently lacks a Senate companion bill. Both SAFEGUARD and CHOICE are expected to be reintroduced next year, with their respective likelihoods of success heavily dependent on the balance of power in the 120th Congress.

f. Liquidity and Capital Structure Pressures

68. The Debtors' liquidity and capital structure pressures were centered on the approaching maturity of the Deutsche Bank Credit Facility and the Debtors' efforts to refinance that facility outside of chapter 11. The Debtors negotiated a series of amendments to preserve runway and continue operations, including the Sixth Amendment, which extended the maturity date to May 29, 2026, and the Seventh Amendment, dated June 3, 2026, which further extended the stated maturity date to July 28, 2026. The Seventh Amendment imposed additional obligations designed to sustain an accelerated refinancing process, including delivery of monthly financial statements, rolling 13-week cash flow forecasts, and weekly lender calls addressing refinancing efforts and material litigation developments.

69. In response to these requirements and the Debtors' challenged liquidity position, the Debtors and their advisors communicated with several potential financing sources and other potential transaction parties in an effort to refinance the Deutsche Bank Credit Facility. Those efforts were undertaken against the backdrop of the operational, regulatory, litigation, and governance pressures described above, each of which increased the urgency of the refinancing process and reduced the Debtors' flexibility. As of the date of this Declaration, however, the Debtors have not reached agreement on a refinancing of the Deutsche Bank Credit Facility.

Given the absence of an executable refinancing transaction, the near-term maturity of the secured debt and the need to preserve enterprise value while continuing to serve clients and maintain stakeholder confidence, the Debtors determined, in the exercise of their business judgment and after consultation with their advisors, that commencing these Chapter 11 Cases was necessary and appropriate to stabilize operations, preserve liquidity, and pursue a value-maximizing restructuring for the benefit of creditors, employees, clients, and other stakeholders.

g. The Company's Prepetition Efforts to Refinance the Deutsche Bank Credit Facility and Improve Operations

70. Beginning in 2025 and leading to the Petition Date, the Company pursued and continues to pursue several parallel initiatives aimed to: (i) refinance its obligations under the Deutsche Bank Credit Facility, (ii) implement operational efficiencies and reduce costs while continuing to serve its clients, and (iii) modernize its Trajector Medical business in light of the changing legal and regulatory environment.

71. ***Efforts to Refinance the Deutsche Bank Credit Facility.*** As described above, the Company made substantial efforts to refinance the Deutsche Bank Credit Facility. The Credit Agreement was amended on multiple occasions, including the Seventh Amendment described above, which extended the maturity date to its current date of July 28, 2026. The Company, directly and through its advisors, continued to work with Deutsche Bank in an effort to preserve the relationship, but the Company and Deutsche Bank were unable to reach agreement. In mid-July 2026, the Lenders under the Deutsche Bank Credit Facility advised the Company that there would be no further extension of the maturity date.

72. Starting in 2025, the Company held discussions with several potential lenders regarding a refinancing of the Deutsche Bank Credit Facility and the Company's future capital needs. In early 2026, the Company made substantial progress with one prospective lender on the

terms of a refinancing, including executing a letter of intent in March 2026. However, the Company was not able to resolve all issues to proceed with the prospective lender in advance of the maturity date of the Deutsche Bank Credit Facility.

73. In addition, the Company explored, but ultimately did not pursue, a statutory division that would have separated the Trajector Disability business, assets, and liabilities from those of Trajector Medical. The purpose of this would be to present a corporate structure that would allow a prospective lender to lend against the Trajector Disability business as the primary collateral for a proposed financing. However, the Lenders under the Deutsche Bank Credit Facility were not supportive of this strategy.

74. Given the uncertain status of a refinancing transaction with the prospective lender, together with the mounting pressure under the Deutsche Bank Credit Facility, the Company engaged an investment banker, Tunstall Consulting, to seek out alternative lenders. During June and July 2026, Tunstall contacted more than 50 potential alternative lenders on the Company's behalf, and the Company engaged in discussions with several of them. As of the Petition Date, those efforts did not yield a refinancing transaction for the maturing Deutsche Bank Credit Facility.

75. ***Operational and Cost-Savings Measures.*** Apart from its efforts to replace the Deutsche Bank Credit Facility, the Company has recently implemented a series of operational changes to conserve cash and streamline operations. These changes included the following:

a. In early 2026, the Company suspended profit distributions to its members.

b. In early 2026, the Company reduced its headcount to ensure its personnel levels remained appropriately calibrated to its recently scaled-back operations.

c. In February 2026, Trajector Medical settled a putative class action premised on alleged false advertising, which had been filed against it and other entities and individuals in December 2023 by a proposed class of VA-accredited attorneys and

agents. *Warriors and Family Assistance Ctr., Inc. et al. v. Trajector Medical, LLC*, Case No. 1:23-cv-290 (N.D. Fla.) (the "Warriors Litigation").

d. In June 2026, Trajector Medical significantly curtailed its advertising expenditures, coinciding with the Company's execution of the Seventh Amendment to the Credit Agreement.

76. ***Changes to Trajector Medical's Business Practices.*** Additionally, to reduce the potential for future litigation and regulatory scrutiny, and to focus on profitable, lower-risk business lines, the Company has, over the past year, made a series of changes to its business practices, with a particular focus on Trajector Medical. These changes included the following:

a. Trajector Medical voluntarily changed its advertising practices to reduce the potential for future false-advertising claims, including by discontinuing the statements at issue in the Warriors Litigation.

b. As set forth above, Trajector Medical voluntarily suspended the provision of services to veteran clients in certain states between 2024 through the present, in response to newly enacted state legislation and regulations affecting its business model.

c. Trajector Medical has implemented, and continues to evaluate, programs designed to increase revenue from existing and new veteran clients in the states in which it continues to operate, including through an increased emphasis on referral programs, and has explored potential modifications to its business model to address prospective federal or state legislation affecting the medical-evidence model.

77. With the cost-savings measures, operational improvements, and changes in business practices described above, together with the commencement of these Chapter 11 Cases, the Debtors are well positioned to both continue their mission of helping veterans and individuals with disabilities and proceed to implement a value-maximizing restructuring for the benefit of the Debtors' estates and stakeholders in accordance with the Bankruptcy Code.

PART II
DEBTORS' OBJECTIVES IN THESE CHAPTER 11 CASES

78. The Debtors' primary objectives in these Chapter 11 Cases are to ensure the continuity of services to their clients, stabilize their operations, preserve and maximize the value of their estates, and implement a value-maximizing restructuring. The Debtors also seek to continue to provide employment to their employees, to maintain their relationships with the contract counterparties and vendors essential to their operations, and to maximize the value of their enterprise for the benefit of their creditors.

79. To accomplish these objectives, the Debtors seek approval of various First Day Filings, including approval of the use of cash collateral, relief to continue ordinary-course payments to employees and critical vendors, and authority to maintain the Debtors' cash management system. The Debtors will continue to work constructively with their lenders and other stakeholders to maximize value.

80. The Court's approval of the relief requested in the First Day Filings will permit the Debtors to preserve and maximize their enterprise value for the benefit of their employees, clients, creditors, vendors, and other parties in interest. The Debtors' immediate objective is to stabilize their operations, preserve liquidity, and minimize any adverse effects that these Chapter 11 Cases might otherwise have on their estates by obtaining the relief requested in the First Day Filings.

81. For these reasons, and the additional reasons discussed in the First Day Filings which are incorporated herein by reference, I respectfully submit that the various forms of relief requested in the First Day Filings are in the best interest of the Debtors and their estates and should be approved by this Court.

PART III
FIRST-DAY FILINGS

82. Concurrently with the filing of these Chapter 11 Cases, the Debtors are filing certain First Day Filings. The Debtors respectfully request that the Court conduct a hearing as soon as practicable after the commencement of the Chapter 11 Cases (the "First Day Hearing") to consider the First Day Filings.

83. Several of the First Day Filings request authority to pay certain prepetition claims against the Debtors. I understand that Rule 6003 of the Federal Rules of Bankruptcy Procedure provides, in relevant part, that the Court shall not consider motions to pay prepetition claims during the first twenty-one (21) days following the filing of a chapter 11 case, except to the extent relief is necessary to avoid immediate and irreparable harm. In light of this requirement, the Debtors have narrowly tailored their requests for immediate authority to pay certain prepetition claims to those instances where the failure to pay would cause immediate and irreparable harm to the Debtors and their estates.

84. I have reviewed each of the First Day Filings (including the exhibits and schedules attached thereto) and, to the best of my knowledge, I believe that the facts set forth therein are true and correct. Moreover, I believe that the relief sought in each of the First Day Filings: (a) is essential to enable the Debtors to enter into, and to operate in, Chapter 11 with minimal disruption to operations or loss of productivity or value; (b) constitutes a critical element to the Debtors' efforts to preserve value and maximize creditor and stakeholder recoveries; and (c) best serves the Debtors' estates and creditors' and stakeholders' interests. The facts set forth in each First Day Filing are incorporated herein by reference.

A. *Debtors' Ex Parte Motion for Authorization to File Consolidated Chapter 11 Case Management Summary* (the "Case Management Motion")[5]

85. I am advised that in accordance with Local Rule 2081-1(b), the debtor in possession in a Chapter 11 case is directed to file with the Court and serve a completed local form Chapter 11 Case Management Summary providing certain information regarding the assets, liabilities, and financial affairs of Chapter 11 debtors.

86. Pursuant to the Case Management Motion filed contemporaneously herewith, the Debtors request that the Court authorize them to file a consolidated Case Management Summary, reflecting the assets, liabilities, and financial information of each of the Debtors. I believe that the Debtors' request for authority to file a consolidated Case Management Summary is justified, as the filing of a separate Case Management Summary for each of the twenty-two Debtors would be, in significant part, burdensome. In brief, the filing of a consolidated Case Management Summary is more efficient and will provide the Court and parties in interest with adequate disclosures regarding the assets and liabilities of each Debtor.

87. For the reasons set forth in the Case Management Motion and herein, I believe that the relief requested in the Case Management Motion is in the best interest of the Debtors, their estates, and all parties in interest and should be approved.

B. *Debtors' Ex Parte Motion for Joint Administration* (the "Joint Administration Motion")[6]

88. Pursuant to the Joint Administration Motion, the Debtors request entry of an order directing joint administration of the Chapter 11 Cases for procedural purposes only.

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[5] Defined terms used but not defined in this section shall have the meaning ascribed to them in the Consolidated Case Management Summary Motion.

[6] Defined terms used but not defined in this section shall have the meaning ascribed to them in the Joint Administration Motion.

89. It will be more efficient for the administration of these cases if joint administration is authorized. Joint administration of the Debtors' Chapter 11 Cases will save the Debtors and their estates substantial time and expense by removing the need to prepare, replicate, file, and serve duplicative notices, applications, and orders. Further, I believe that joint administration would relieve the Court of entering duplicative orders and maintaining duplicative files and dockets. Consequently, joint administration would reduce costs and facilitate the economical, efficient, and convenient administration of the Debtors' estates.

90. I believe that joint administration would not adversely affect any creditors' rights because the Debtors' motion requests only the administrative consolidation of these cases for procedural purposes. The Debtors filed the Joint Administration Motion on an *ex parte* basis as contemplated by Local Rule 1015-1.

91. For the reasons set forth in the Joint Administration Motion and herein, I believe that the relief requested in the Joint Administration Motion is in the best interest of the Debtors, their estates, and all parties in interest and should be approved.

C. *Debtors' Motion for Entry of an Order (I) Authorizing the Debtors to File (A) a Consolidated Creditor Matrix and (B) a Consolidated List of the Top Thirty Unsecured Creditors; and (II) Authorizing the Debtors to Suppress Certain Personally Identifiable Information for Individual Creditors, Employees, and Parties in Interest* **(the "Creditor Matrix Motion")**[7]

92. Pursuant to the Creditor Matrix Motion filed contemporaneously herewith, the Debtors request authority to file and maintain a consolidated list of creditors in lieu of submitting a separate mailing matrix for each Debtor. Permitting the Debtors to maintain a consolidated list of their creditors in electronic format only, in lieu of filing a separate creditor matrix for each Debtor, is warranted under the circumstances of the Chapter 11 Cases. Because the Debtors

[7] Defined terms used but not defined in this section shall have the meaning ascribed to them in the Consolidated Creditor Matrix Motion.

have thousands of creditors and other parties in interest, converting the Debtors' computerized information to a format compatible with the matrix requirements would be a burdensome task and would greatly increase the risk of error.

93. The Debtors, working together with their claims, noticing, and solicitation agent Kurtzman Carson Consultants, LLC d/b/a Verita Global ("Verita"), have prepared a single, consolidated list of the Debtors' creditors in electronic format. The Debtors are prepared to make that list available in electronic form to any party in interest who so requests (or in non-electronic form at such requesting party's sole cost and expense) in lieu of submitting a separate mailing matrix for each Debtor to the Court's clerk's office.

94. The Debtors also request authority to file a single consolidated list of their 30 largest general unsecured creditors in lieu of filing a separate list of the top twenty unsecured creditors for each Debtor. A large number of creditors may be shared amongst the Debtors. The Consolidated Top 30 List will help alleviate administrative burdens, costs, and the possibility of duplicative service.

95. The Debtors also respectfully submit that it is appropriate to authorize the Debtors to suppress from any paper filed with the Court in these Chapter 11 Cases, the names, residential addresses, and email addresses of individuals who are creditors, employees, and parties in interest because disclosure risks violating applicable privacy laws, exposing the Debtors to potential civil liability and significant financial penalties. Pursuant to Section 107(c) of the Bankruptcy Code and privacy protection regulations being enacted in key jurisdictions, such as the California Consumer Privacy Act of 2018, it is appropriate to authorize the Debtors to suppress from any paper filed with the Court in these Chapter 11 Cases, the names, residential addresses, and email addresses of the Debtors' individual creditors, employees, and parties in

interest as such violations would expose the Debtors to potential civil liability and significant financial penalties. Verita will maintain a list of the suppressed individuals which will also be made available to the Court and United States Trustee upon request.

96. For the reasons set forth in the Creditor Matrix Motion and herein, I believe that the relief requested in the Creditor Matrix Motion is in the best interest of the Debtors, their estates, and all parties in interest and should be approved.

D. *Debtors' Emergency Motion for an Order Establishing Certain Notice Procedures* (the "Notice Procedures Motion")[8]

97. Pursuant to the Notice Procedures Motion filed concurrently herewith, the Debtors seek entry of an order approving the form and manner for implementing certain proposed notice procedures, for notifying creditors of the commencement and the administration of the Debtors' complex chapter 11 bankruptcy cases, and for granting related relief.

98. Collectively, the twenty-two Debtors have thousands of potential creditors or other parties in interest entitled to service of certain pleadings in these Chapter 11 Cases. In order to alleviate the enormous and costly burden of serving thousands of creditors and parties in interest with each filing, in some cases voluminous filings, made in these complex chapter 11 cases, the Debtors propose to create and utilize a Master Service List to serve pleadings and other documents upon parties in interest by e-mail where available, or by U.S. mail or hand delivery if required. The proposed notice procedures would supersede the applicable noticing rules contained in the Bankruptcy Rules and the Local Rules.

99. The Debtors further propose that all filings will be made available to all parties in interest on a public website maintained by the Debtors' claims, noticing, and solicitation agent, Verita. I believe that this relief requested is necessary and in the best interest of the Debtors'

[8] Defined terms used but not defined in this section shall have the meaning ascribed to them in the Notice Procedures Motion.

complex chapter 11 bankruptcy cases, and will allow for more efficient and cost saving case administration, which is in the best interest of the Debtors' estates and all the parties in interest.

100. For the reasons set forth in the Notice Procedures Motion and herein, I believe that the relief requested in the Notice Procedures Motion is in the best interest of the Debtors, their estates, and all parties in interest and should be approved.

E. *Debtors' Emergency Motion for Approval of Form of Notice of Commencement and Proof of Claim* (the "Notice of Commencement Motion")[9]

101. Pursuant to the Notice of Commencement Motion filed concurrently herewith, the Debtors request the entry of an order setting the bar dates for the filing of Proofs of Claims and approving the form and manner of notice of the commencement of these Chapter 11 cases and the bar dates for filing Proofs of Claim.

102. In order to facilitate the filing of proofs of claims, procedures need to be established for a consistent and uniform process so that everyone who may potentially wish to file one has received notice and an equal opportunity to do so. I believe that this relief requested is necessary and in the best interest of the Debtors' complex chapter 11 bankruptcy cases and will allow for more efficient and cost saving case administration, which is in the best interest of the Debtors' estates and all the parties in interest.

103. For the reasons set forth in the Notice of Commencement Motion and herein, I believe that the relief requested in the Notice of Commencement Motion is in the best interest of the Debtors, their estates, and all parties in interest and should be approved.

F. *Debtors' Emergency Application, Pursuant to Sections 105(a) and 363(b) of the Bankruptcy Code, for Authorization to Employ and Retain Mark C. Healy as Chief Restructuring Officer and Other Personnel at Michael Moecker & Associates, Inc. to*

[9] Defined terms used but not defined in this section shall have the meaning ascribed to them in the Notice of Commencement Motion.

Provide Advisory Services, Effective as of the Petition Date **(the "MMA Retention Application")**[10]

104. Pursuant to the CRO Retention Application filed contemporaneously herewith, the Debtors seek approval of an agreement with MMA to provide the Debtors with CRO and advisory services pursuant to the Engagement Letter by and between the Debtors and MMA attached thereto. Additional factual support is set forth in the MMA Retention Application and the declarations attached thereto.

105. For the reasons set forth in the MMA Retention Application and herein, I believe that the relief requested in the MMA Retention Application is in the best interest of the Debtors, their estates, and all parties in interest and should be approved.

G. ***Debtors' Emergency Application for Entry of Order Authorizing Debtors to Employ and Retain Kurtzman Carson Consultants, LLC dba Verita Global as Notice, Claims, and Solicitation Agent Effective as of the Petition Date*** **(the "Verita Retention Application")**[11]

106. Pursuant to the Verita Retention Application filed contemporaneously herewith, the Debtors seek an order authorizing the Debtors to employ and retain Verita as claims and noticing agent in the Chapter 11 Cases. I believe that such relief is prudent in light of the fact that there are thousands of known creditors, potential unknown creditors, and parties in interest to whom certain notices will be sent. Accordingly, I believe that the most effective and efficient manner by which to give notice and process claims in the Chapter 11 Cases is to engage Verita, an independent third party with significant experience in this role, to act as an agent of the Court.

107. Additional factual support is set forth in the Verita Retention Application and the declarations attached thereto.

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[10] Defined terms used but not defined in this section shall have the meaning ascribed to them in the MMA Retention Application.

[11] Defined terms used but not defined in this section shall have the meaning ascribed to them in the Verita Retention Application.

108. The Debtors and their advisors obtained and reviewed engagement proposals from other claims and noticing agents to ensure a competitive process. Verita is one of the country's leading chapter 11 administrators, with significant experience in noticing, claims administration, solicitation, balloting, and facilitating other administrative aspects of the Chapter 11 Cases. Verita has substantial experience providing the services the Debtors require in these Chapter 11 Cases, including claims and noticing services, in matters comparable in size and complexity to this matter.

109. For the reasons set forth in the Verita Retention Application and herein, I believe that the relief requested in the Verita Retention Application is in the best interest of the Debtors, their estates, and all parties in interest and should be approved.

H. *Debtors' Emergency Motion for Interim and Final Orders Authorizing Debtors to (I) Pay Prepetition Wages, Salaries, Employee Benefits, and Other Employee Obligations, (II) Maintain Employee Benefit Programs, and (III) for Related Relief* (the "Wages Motion")[12]

110. Pursuant to the Wages Motion filed contemporaneously herewith, the Debtors request, among other things, authority, but not direction, to (a) pay prepetition wages, salaries, reimbursable expenses, and other obligations on account of the Compensation and Benefits Programs in the ordinary course of business as provided herein and (b) continue the Compensation and Benefits Programs.

111. As described more fully in the Wages Motion, the Debtors employ approximately 458 Employees and 17 Independent Contractors as of the Petition Date. The Debtors' workforce includes employees and independent contractors. Without the workforce's continued, uninterrupted services, the Debtors cannot continue to operate in the chapter 11 cases. In the

[12] Defined terms used but not defined in this section shall have the meaning ascribed to them in the Wages Motion.

ordinary course of their operations, the Debtors incur a number of obligations to, or on account of, their employees, including those related to compensation and benefits.

112. The relief requested in the Wages Motion is essential to the viability of the Debtors' businesses. Any delay in paying the employees' compensation, deductions, or benefits will fundamentally harm the Debtors' relationships with their employees and irreparably impair employee morale at the very time when dedication, confidence, and cooperation are most critical. Absent immediate authority to tender the payments described in the Wages Motion, the Debtors' operations will be severely impaired. At this critical stage of the Chapter 11 Cases, the Debtors cannot risk the substantial business disruptions that would inevitably attend any decline in work-force morale attributable to the Debtors' failure to pay employee compensation, deductions, and benefits in the ordinary course.

113. The requested relief will enable the Debtors to maintain their current operations without interruption, thereby preserving the value of the businesses, and, at the same time, maintaining Employee morale. Without the relief requested, the Debtors' ability to preserve the assets of the estates for the benefit of all creditors and stakeholders will be dramatically impaired. Therefore, a grant of the requested relief is in the best interest of the Debtors, their estates, and creditors.

114. The Debtors are not seeking relief to pay prepetition employee obligations to any individual employee or independent contractor in excess of the cap imposed by section 507(a)(4) of the Bankruptcy Code. Furthermore, the Debtors have sufficient funds to pay the employee obligations in the ordinary course using cash maintained by the Debtors and cash generated through operations.

115. For the reasons set forth in the Wages Motion and herein, I believe that the relief requested in the Wages Motion is in the best interest of the Debtors, their estates, and all parties in interest and should be approved.

I. *Debtors' Motion for Allowance of Affiliate Officers' Salaries and Benefits, Effective as of the Petition Date* (the "Affiliate Officer Motion")[13]

116. Pursuant to the Affiliate Officer Motion, the Debtors seek authority to continue paying their Affiliate Officers, Mr. Hill and Ms. Uribe, compensation and benefits consistent with their prepetition compensation and commensurate with compensation paid to officers of companies of comparable size and industry.

117. The Affiliate Officers' compensation and benefits include a base salary, 401(k) retirement savings, health, dental, and vision insurance, life and disability insurance, as well as reimbursement for reasonable and customary expenses incurred in the scope of their employment.

118. As described in the Affiliate Officer Motion, Mr. Hill serves as Co-Manager and Chief Executive Officer of the Debtors. In his capacity as Co-Manager and CEO, Mr. Hill is responsible for the overall strategic direction, day-to-day operations, and management of the Debtors' enterprise. Ms. Uribe serves as Co-Manager and Chief Medical Officer of the Debtors.

119. Mr. Hill's continued leadership and management is indispensable to the Debtors' reorganization. His departure or reduction in compensation would pose a material risk to the Debtors' ability to maintain operations, preserve going-concern value, retain key employees, and develop and confirm a plan of reorganization. No other individual possesses the combination of institutional knowledge, industry relationships, technical expertise, and leadership capability with respect to the Debtors' businesses.

[13] Defined terms used but not defined in this section shall have the meaning ascribed to them in the Affiliate Officer Motion.

120. In addition to performing the duties above, Mr. Hill will be required to expend a significant amount of time: (a) attending to bankruptcy matters; (b) communicating with significant creditors regarding the Chapter 11 Cases, (c) negotiating adequate protection with secured creditors; (d) assisting with the valuation of assets; (e) negotiating plan treatment with creditors; and (f) assisting with formulating a plan of reorganization. These additional duties did not exist prior to the Petition Date. In order to ensure the viability of the Debtors during the pendency of these Chapter 11 Cases, and satisfy the obligations to the Court, the Office of the United States Trustee, creditors, employees, and customers, Mr. Hill will have to work well in excess of forty (40) hours per week.

121. Further, the Debtors are currently able to meet their operating expenses and compensate the Affiliate Officers as set forth in the Affiliate Officer Motion. No payments will be made to Affiliate Officers if the Debtors are unable to meet their current operating expenses, and no party will be prejudiced by the granting of this Motion.

122. For the reasons set forth in the Affiliate Officer Motion and herein, I believe that the relief requested in the Affiliate Officer Motion is in the best interest of the Debtors, their estates, and all parties in interest and should be approved.

J. *Debtors' Emergency Motion for Order Authorizing Debtors to Pay Prepetition Sales, Income, and Other Taxes and Similar Obligations* (the "Taxes Motion")[14]

123. Pursuant to the Taxes Motion filed contemporaneously herewith, the Debtors request authority, among other things, to pay, in the Debtors' sole discretion, sales, income, and other taxes and similar obligations, in the ordinary course of the Debtors' businesses, without regard to whether such obligations accrued or arose before or after the Petition Date.

[14] Defined terms used but not defined in this section shall have the meaning ascribed to them in the Taxes Motion.

124. In the ordinary course of operating their businesses, the Debtors (a) incur certain sales, income, and other taxes, and (b) are charged amounts for fees and other similar charges and assessments by various licensing authorities. I understand that the Debtors are generally current with respect to their tax obligations, but estimate that they have incurred approximately $492,700 in unpaid taxes and fees to the Taxing Authorities as of the Petition Date.

125. The Debtors must continue to pay certain taxes and fees to continue operating in certain jurisdictions and to avoid potential penalties and distractions during the Chapter 11 Cases. The Debtors' failure to pay the taxes and fees described in the Taxes Motion could adversely affect the Debtors' business operations because governmental authorities may assert liens on the Debtors' property, assert penalties or interest on past-due taxes, or commence personal liability actions against directors, managers, officers, and other employees in connection with non-payment.

126. For the reasons set forth in the Taxes Motion and herein, I believe that the relief requested in the Taxes Motion is in the best interest of the Debtors, their estates, and all parties in interest and should be approved.

K. *Debtors' 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 "Insurance Motion")[15]

127. Pursuant to the Insurance Motion filed contemporaneously herewith, the Debtors request authority, among other things, to maintain, renew, modify, supplement, or purchase, in their sole discretion the insurance policies described in the Insurance Motion and their surety bond program and agreements relating thereto. The Debtors also request authority to continue using the services of Gallagher, the Debtors' insurance broker.

[15] Defined terms used but not defined in this section shall have the meaning ascribed to them in the Insurance Motion.

128. The Debtors' insurance policies are crucial to the preservation of the value of the Debtors' businesses, properties, and assets. In many cases, the insurance coverage provided by the insurance policies is required by diverse regulations, laws, and contracts, as well as the Office of the United States Trustee. Therefore, I believe that it is essential for the Debtors to maintain the insurance policies for the Debtors. Moreover, if the insurance policies are allowed to lapse, the Debtors risk exposure to substantial liability for any damages resulting to persons or property of the Debtors and others, and the Debtors would have to bear the costs and expenses of defense litigation. The Debtors' continued operations, combined with the Debtors' efforts to undertake an orderly reorganization process, require that the insurance policies be maintained on an ongoing and uninterrupted basis.

129. For purposes of continuity, it would be beneficial for the Debtors to be able to continue using Gallagher's services as their insurance broker given Gallagher's familiarity with the insurance policies and the terms and conditions thereof.

130. For the reasons set forth in the Insurance Motion and herein, I believe that the relief requested in the Insurance Motion is in the best interest of the Debtors, their estates, and all parties in interest and should be approved.

L. *Debtors' Emergency Motion for an Order Authorizing (I) Debtors to Pay Prepetition Claims of Critical Vendors and (II) Financial Institutions to Honor and Process Related Checks and Transfers* (the "Critical Vendor Motion")[16]

131. Pursuant to the Critical Vendor Motion filed concurrently herewith, the Debtors seek (i) authority to pay some or all of the prepetition claims of certain vendors, suppliers, service providers, and other similar entities that are essential to maintaining the going-concern value of the Debtors' businesses (the "Critical Vendors" and whose prepetition claims are

[16] Defined terms used but not defined in this section shall have the meaning ascribed to them in the Critical Vendor Motion.

defined as the "Critical Vendor Claims") and (ii) approval of the procedures and conditions set forth in the Critical Vendors Motion. The Debtors also seek entry of an order authorizing and directing the banks and other financial institutions at which the Debtors maintain disbursement accounts, at the Debtors' direction, to receive, process, honor, and pay, to the extent of funds on deposit, any and all checks drawn or electronic fund transfers requested or to be requested by the Debtors relating to the Critical Vendor Claims. Further, the Debtors seek authority to issue new post-petition checks, or effect new electronic fund transfers, on account of the Critical Vendor Claims to replace any prepetition checks or electronic fund transfer requests that may be lost, dishonored, or rejected as a result of the commencement of these Chapter 11 Cases.

132. The Debtors operate businesses that depend on integrated communications, data infrastructure, technology-enabled administrative processes, client acquisition and marketing services, and client service support to serve their clients, manage case activity, and generate revenue in the ordinary course. In connection with the Debtors' operations, the Debtors rely upon a limited group of vendors that provide mission-critical communications platforms, cloud and data infrastructure, software development and technology tools, marketing and client-communication platforms, and client-service and case-support capacity.

133. In the normal course of their businesses, the Debtors purchase goods and services from certain vendors that are sole or limited source suppliers, difficult or impracticable to replace without substantial cost or delay, or otherwise necessary to avoid significant interruption to the Debtors' operations and revenue-generating activities.

134. Unlike vendors that may be easily and timely replaceable, the Critical Vendors are, by definition, irreplaceable absent extraordinary expense or extensive delay, and material disruption to the operations of the Debtors' businesses. The Critical Vendors are so important to

the Debtors' businesses that interrupted access to each of their particular services, even for a short duration, will likely cause irreparable harm to the Debtors' businesses. The Debtors submit that this irreparable harm will far outweigh the cost of the Critical Vendor Claims.

135. Pursuant to the Critical Vendors Motion, the Debtors are seeking authority to pay undisputed prepetition amounts to Critical Vendors in the ordinary course of the Debtors' businesses and on terms consistent with the Debtors' prepetition practices that the Debtors determine, in their business judgment, are in the best interests of the Debtors' businesses. I understand that the aggregate amount of prepetition obligations owed to Critical Vendors is approximately $298,303.56. Finally, to ensure that the Debtors' liquidity is preserved as it transitions into chapter 11, payments to Critical Vendors will be contingent on the Critical Vendors agreeing to continue to sell their goods or provide their services on terms at least as favorable as those in effect before the Petition Date.

136. For the reasons set forth in the Critical Vendor Motion and herein, I believe that the relief requested in the Critical Vendor Motion is in the best interest of the Debtors, their estates, and all parties in interest and should be approved.

M. *Debtors' Emergency Motion for Interim and Final Orders (A) Authorizing the Debtors to (I) Continue to Use Existing Cash Management System, (II) Maintain Bank Accounts and Continue Use of Existing Business Forms and Checks, (III) Honor Certain Related Prepetition and Post-petition Obligations, and (IV) Perform Intercompany Transactions; (B) Granting a Waiver of Certain Investment and Deposit Guidelines; and (C) Granting Related Relief* (the "Cash Management Motion")[17]

137. Pursuant to the Cash Management Motion filed contemporaneously herewith, the Debtors request (a) authority to (i) continue to maintain the Debtors' existing cash management system, including, without limitation, (ii) continue to maintain the Debtors' existing bank accounts and business forms and checks, (iii) honor certain prepetition and post-petition

[17] Defined terms used but not defined in this section shall have the meaning ascribed to them in the Cash Management Motion.

obligations related thereto, and (iv) continue to perform intercompany transactions in the ordinary course; and (b) waiving investment and deposit guidelines of section 345 of the Bankruptcy Code and the *Operating Guidelines and Reporting Requirements for Debtors in Possession and Chapter 11 Trustees* (revised Jan. 1, 2020) (the "Guidelines") issued by the Office of the United States Trustee; and (c) providing any additional relief required in order to effectuate the foregoing.

138. The United States Trustee has established Guidelines for debtors-in-possession in order to supervise the administration of Chapter 11 cases. These Guidelines require Chapter 11 debtors to, among other things, close all existing bank accounts and open new debtor-in-possession ("DIP") bank accounts, establish one DIP account for all estate monies required for the payment of taxes (including payroll taxes), maintain a separate DIP account for cash collateral, and obtain checks for all DIP accounts that bear the designation "debtor-in-possession," the bankruptcy case number, and the type of account. These requirements are designed to provide a clear line of demarcation between prepetition and post-petition transactions and operations and to prevent the inadvertent post-petition payment of prepetition claims. In the Cash Management Motion, the Debtors seek a waiver of these requirements so that their operations are not further disrupted by the need to alter the Cash Management System as it would create unnecessary administrative burdens and hardship and would cause unnecessary expense, utilization of resources, and delay.

139. The Cash Management System is comprised of eighteen (18) deposit accounts across five (5) financial institutions, pursuant to which the Debtors manage cash receipts and disbursements. As set forth in the Cash Management Motion, the Debtors' Cash Management System is straightforward and consists of nine (9) operating accounts, a controlled disbursement

account, a payroll account, a benefits account, a tax account, five (5) zero balance accounts, and one sweep account. An average of approximately $250,000.00 in receipts and disbursements flows through the Cash Management System each banking day.

140. The Cash Management System operates in accordance with ordinary, usual, and essential business practices. It allows the Debtors to efficiently track and report the location and amount of funds, which, in turn, enables the Debtors to track and control such funds, ensure cash availability, and reduce administrative costs through a method of coordinating the collection and movement of funds. The Debtors' existing Bank Accounts function smoothly and permit efficient collections and disbursements of cash for the benefit of the Debtors and all parties in interest. The Debtors' transition into Chapter 11 will be significantly less disruptive if its Cash Management System and existing bank accounts are maintained following the commencement of these cases with the same account numbers.

141. The Debtors' operations require the Cash Management System to continue during the pendency of the Chapter 11 Cases. If the Debtors were required to create and implement a new cash management system, their operations would be severely disrupted, which would have an adverse impact on the Debtors and would result in substantial additional costs to the Debtors' bankruptcy estates.

142. The Debtors request further relief from the UST Operating Guidelines to the extent that they require the Debtors to make all disbursements by check. Considering the complexity of the Debtors' operations, the Debtors must conduct transactions by debit, wire, or ACH payments and other similar methods, and to deny the Debtors the opportunity to conduct transactions by debit, wire, or ACH payments or other similar methods would interfere with the

Debtors' performance of their contracts and unnecessarily disrupt the Debtors' business operations, as well as create additional costs to the Debtors.

143. The Debtors also request authority to engage in certain Intercompany Transactions post-petition. If the Court grants this relief, the Debtors will continue recording all such transactions in their books and records consistent with past practice prior to the Petition Date.

144. For the reasons set forth in the Cash Management Motion and herein, I believe that the relief requested in the Cash Management Motion is in the best interest of the Debtors, their estates, and all parties in interest and should be approved.

N. *Debtors' Emergency Motion for Order (I) Authorizing the Debtors (A) to Use Cash Collateral on an Interim Basis Pursuant to 11 U.S.C. § 363, and (B) to Grant Adequate Protection in Connection Therewith Pursuant to 11 U.S.C. §§ 361, 363, and 507; and (II) Scheduling a Final Hearing Under Bankruptcy Rule 4001* **(the "Cash Collateral Motion")**[18]

145. As described in the Cash Collateral Motion filed contemporaneously herewith, the Debtors require the use of Cash Collateral to maintain ongoing business operations as the Debtors transition into the Chapter 11 Cases. Through the Cash Collateral Motion, the Debtors seek to utilize cash collateral in order to maintain their business, preserve the value of their estates, preserve jobs, and facilitate a successful reorganization. The Debtors' request for use of Cash Collateral is meant to cover the Debtors' essential expenses contained in the Budget which is attached to Exhibit B to the Cash Collateral Motion. Those expenses include payment of wages, purchasing supplies, paying vendors, taxes, insurance, and other expenses that are needed to operate the Debtors' businesses and remain a going concern.

[18] Defined terms used but not defined in this section shall have the meaning ascribed to them in the Cash Collateral Motion.

146. Without such cash collateral use, the Debtors project, after consultation with their advisors, that they will be unable to make payments essential to continue going-concern operations—each as highlighted in the other First Day Filings as described herein—resulting in immediate and irreparable harm to the Debtors' businesses. Such a scenario would eliminate any chance to reorganize the Debtors' businesses. Accordingly, the proposed post-petition use of Cash Collateral is critical to the Debtors' ability to administer the Chapter 11 Cases and to pursue a value-maximizing restructuring. Additional factual support is set forth in the Cash Collateral Motion and the declarations attached thereto.

147. For the reasons set forth in the Cash Collateral Motion and herein, I believe that the relief requested in the Cash Collateral Motion is in the best interest of the Debtors, their estates, and all parties in interest and should be approved.

PART IV
CONCLUSION

148. This Declaration explains the circumstances that have led to the commencement of the Chapter 11 Cases and the need for the relief requested in the First Day Filings. For the reasons described herein and in the First Day Filings which are incorporated herein by reference, I believe that the prospect for achieving the Debtors' objectives for their Chapter 11 Cases and the preservation of their businesses for the benefit of their stakeholders will be substantially enhanced if the Court grants the relief requested in each of the First Day Filings.

28 U.S.C. § 1746 Declaration

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct to the best of my information, knowledge, and belief.

Executed this 23rd day of July 2026.

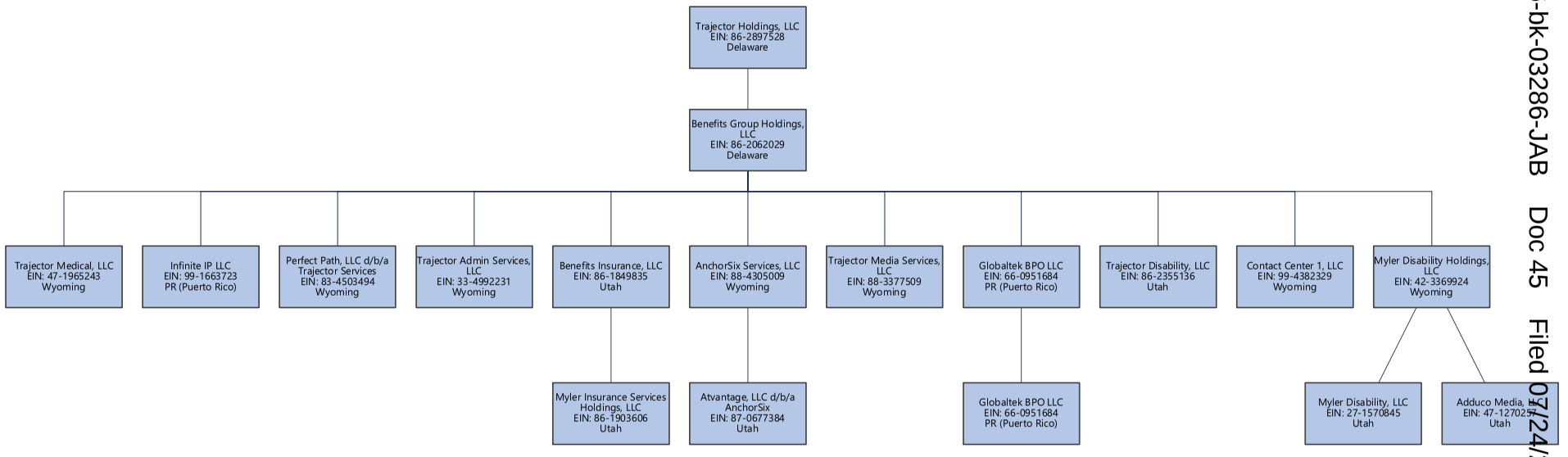
/s/ Mark C. Healy
Mark C. Healy
Chief Restructuring Officer

Exhibit A

Corporate Structure

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Trajector Holdings Group Debtors



Non-Trajector Holdings Group Debtors



Exhibit Cover Sheet

Party submitting: **Debtors** **Exhibit No. 2**

Admitted: **Yes** or **No** (circle one)

Debtors: **Trajector Holdings, LLC, et al.**

Lead Case No.: **3:26-bk-3286-JAB**

Nature of Hearing/Docket Nos: **First Day Motions**

Declaration of Evan Gershbein in Support of Debtors' Emergency Application for Entry of Order Authorizing Debtors to Employ and Retain Kurtzman Carson Consultants, LLC dba Verita Global as Notice, Claims and Solicitation Agent, Effective as of the Petition Date [Exhibit to ECF No. 29]

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA

Dated_____, 2026.

By:_____, Deputy Clerk

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-_____
MYLER DISABILITY HOLDINGS, LLC,	Case No. 3:26-bk-_____
MYLER DISABILITY, LLC,	Case No. 3:26-bk-_____
ADDUCO MEDIA, LLC,	Case No. 3:26-bk-_____
TRAJECTOR DISABILITY, LLC,	Case No. 3:26-bk-_____
CONTACT CENTER 1, LLC,	Case No. 3:26-bk-_____
BENEFITS KARMA, LLC,	Case No. 3:26-bk-_____
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)

_____/

DECLARATION OF EVAN GERSHBEIN IN SUPPORT OF DEBTORS' EMERGENCY APPLICATION FOR ENTRY OF ORDER AUTHORIZING DEBTORS TO EMPLOY AND RETAIN KURTZMAN

[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).

CARSON CONSULTANTS, LLC DBA VERITA GLOBAL AS NOTICE, CLAIMS AND SOLICITATION AGENT, EFFECTIVE AS OF THE PETITION DATE

I, Evan Gershbein, being duly sworn, state the following under penalty of perjury:

1. I am an Executive Vice President of Corporate Restructuring Services of Kurtzman Carson Consultants, LLC dba Verita Global ("Verita"), a company specializing in the administration of large bankruptcy cases with offices at 222 N. Pacific Coast Highway, 3rd Floor, El Segundo, California 90245.

2. I am authorized to make and submit this declaration on behalf of Verita (the "Declaration"). The statements contained herein are based upon personal knowledge. Verita submits this Declaration in support of the application (the "Application") of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an order authorizing the employment and retention of Verita as the Debtors' notice, claims and solicitation agent in the above-captioned Debtors' Chapter 11 Cases,[2] effective as of the Petition Date, 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 (the "Bankruptcy Code"), and to approve the Engagement Agreement, dated as of June 18, 2026 (the "Engagement Agreement"). The Engagement Agreement is attached to the Application as **Exhibit C**.

3. Verita is one of the country's leading chapter 11 administrators with expertise in noticing, claims processing, balloting administration, and distribution. Verita is well-qualified to provide experienced claims and noticing services in connection with these Chapter 11 Cases. Verita is or was retained as the claims and noticing agent in a number of large chapter 11 cases including, but not limited to, the following: *See, e.g.*, *In re The Center for Special Needs Trust*

[2] Capitalized terms used but not defined herein shall have the meanings ascribed in the Application.

Administration, Inc., No. 24-00676 (RCT) (Bankr. M.D. Fla. Feb. 9, 2024); *In re Bird Global, Inc., et al.*, No. 23-20514 (CLC) (Bankr. S.D. Fla. Dec. 26, 2023); *In re Delphi Behavioral Health Group, LLC, et al.,* No. 23-10945 (PDR) (Bankr. S.D. Fla. Feb. 10, 2023); *In re 1 Global Capital LLC, et al.,* No. 18-19121 (RBR) (Bankr. S.D. Fla. Sept. 26, 2018); *In re Robb & Stucky Limited LLLP,* No. 11-02801 (CED) (Bankr. M.D. Fla. Feb. 24, 2011); *In re Sangamo Therapeutics, Inc.*, Case No. 26-10989 (Bank. D. Del. June 23, 20206); *In re Pacific Capital Funding Group, Inc., et al.*, Case No. 26-30538 (Bankr. D. Del. June 16, 2026); *In re West Marine, Inc., et al.*, Case No. 26-10794 (Bankr. D. Del. May 17, 2026); *In re Impac Mortgage Holdings, Inc., et al.*, Case No. 26-10593 (Bankr. D. Del. April 26, 2026); *In re Ascend Elements, Inc., et al.*, Case No. 26-90440 (Bankr. S.D. Texas April 9, 2026); *In re The Cannabist Company Holdings, Inc., et al.*, Case No. 26-10426 (Bankr. D. Del. March 25, 2026); *In re Reliz Technology Group Holdings Inc., et al. (Blockfills)*, Case No. 26-10371 (Bankr. D. Del. March 15, 2026); *In re Cumulus Media, Inc., et al.*, Case No. 26-90346 (Bankr. S.D. Texas March 4, 2026); *In re BRD Land & Investment, et al.*, Case No. 26-30215 (Bankr. W.D. N.C. Feb. 24, 2026).

4. The Debtors selected Verita to serve as the notice, claims and solicitation agent as set forth in more detail in the Application. To the best of my knowledge, neither Verita nor any of its professional personnel have any relationship with the Debtors that would impair Verita's ability to serve as notice, claims and solicitation agent.

5. I caused to be submitted for review by our conflicts system the names of all known potential parties-in-interest (the "Potential Parties in Interest") in these Chapter 11 Cases. The list of Potential Parties in Interest was provided by the Debtors. The results of the conflict check were compiled and reviewed by Verita professionals under my supervision. Based on this review, Verita is not aware of any connection to disclose as part of the Application other than as described

below. 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 promptly file a supplemental declaration.

6. In addition, to the best of my knowledge, and based solely upon information provided to me by the Debtors, and except as provided herein, neither Verita, nor any of its professionals, has any material adverse connection to the Debtors' estates with respect to any matter upon which Verita is to be engaged. Certain of the Debtors' creditors may be involved as vendors in cases in which Verita serves or has served in a neutral capacity as claims and noticing agent or administrative advisor for another chapter 11 debtor.

7. Verita may have or may have had relationships with some of the Debtors' creditors and may provide or may have provided professional services to entities or persons that may be creditors or parties in interest in these Chapter 11 Cases. These relationships and the services provided are, however, in matters completely unrelated to these Chapter 11 Cases.

8. Verita has working relationships with certain of the professionals retained by the Debtors and other parties herein, but such relationships are completely unrelated to these Chapter 11 Cases. Verita has represented, and will continue to represent, clients in matters unrelated to these Chapter 11 Cases, and has had, and will continue to have, relationships in the ordinary course of its business with certain vendors and professionals in connection with matters unrelated to these Chapter 11 Cases.

9. In addition, Verita personnel may have relationships with some of the Debtors' creditors; however, such relationships are completely unrelated to these Chapter 11 Cases.

10. Verita is a "disinterested person" as that term is defined in Bankruptcy Code section 101(14), in that Verita and its professional personnel:

(a) are not creditors, equity security holders, or insiders of the Debtors;

(b) are not, and were not, within two years before the date of the filing of these Chapter 11 Cases, directors, officers, or employees of the Debtors; and

(c) do not have an interest materially adverse to the interests of the Debtors' estates or any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtors.

11. 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 middlemarket 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 KCC Topco 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.

12. 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.

13. To the extent Verita learns of any other 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.

14. Verita has not been retained to assist any entity or person other than the Debtors on matters relating to, or in connection with, these Chapter 11 Cases. If Verita's proposed retention is approved by this Court, Verita will not accept any engagement or perform any service for any entity or person other than the Debtors in these Chapter 11 Cases.

15. Verita represents, among other things, that:

(a) it will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as notice, claims and solicitation agent;

(b) by accepting employment in these Chapter 11 Cases, Verita waives any right to receive compensation from the United States government;

(c) in its capacity as notice, claims and solicitation agent, Verita will not be an agent of the United States and will not act on behalf of the United States; and

(d) Verita will not employ any past or present employees of the Debtors in connection with its work as notice, claims and solicitation agent.

16. Verita believes that it does not hold or represent an interest adverse to the Debtors.

17. To the extent that Verita discovers any connection with any interested party or enters into any new relationship with any interested party, Verita will promptly supplement its disclosure to the Court.

18. Subject to Court approval, the Debtors have agreed to compensate Verita for professional services rendered pursuant to 28 U.S.C. §156(c) in connection with these Chapter 11 Cases according to the terms and conditions of the Engagement Agreement. Payments are to

be based upon the submission of a billing statement by Verita to the Debtors after the end of each calendar month, which includes a detailed listing of services and expenses.

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

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

Dated: July 23, 2026



Evan Gershbein, Executive Vice President of
Corporate Restructuring Services
Verita Global

EXHIBIT C

Engagement Agreement

VERITA AGREEMENT FOR SERVICES

This Agreement is entered into as of the 18 day of June 2026, between Trajector Holdings, LLC (together with its affiliates and subsidiaries, 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. 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.

E. 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.

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

[1] The term Company shall include, to the extent applicable, the Company, as debtor and debtor in possession in its chapter 11 case, together with any affiliated debtors and debtors in possession whose chapter 11 cases are jointly administered with the Company's chapter 11 case.

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VERITA AGREEMENT FOR SERVICES

prices, charges and rates; provided, however, that if any such increase exceeds 15%, Verita will give thirty (30) 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 from the receipt of the 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 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 $35,000 (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,

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VERITA AGREEMENT FOR SERVICES

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 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:

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

Trajector Holdings, LLC
5950 NW 1st Place, Suite 200
Gainesville, FL 32607
Attn: Damon Thayer, General Counsel
Email: damon.thayer@trajector.com
Tel: (352) 415-1211
Fax: N/A

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

Evan J. Gershbein

BY: Evan Gershbein DATE: 23-Jun-2026 | 7:19:04 PM EDT
TITLE: EVP, Corporate Restructuring Services

Trajector Holdings, LLC

James Hill, II (Jun 23, 2026 14:32:49 EDT)

BY: James S. Hill, II DATE: 23/06/2026
TITLE: Chief Executive Officer

Exhibit Cover Sheet

Party submitting: **Debtors** **Exhibit No. 3**

Admitted: **Yes** or **No** (circle one)

Debtors: **Trajector Holdings, LLC, et al.**

Lead Case No.: **3:26-bk-3286-JAB**

Nature of Hearing/Docket Nos: **First Day Motions**

Declaration of Mark C. Healy in Support of Debtors' Emergency Application, Pursuant to Sections 105(a) and 363(b) of the Bankruptcy Code, for Authorization to Employ and Retain Mark C. Healy as Chief Restructuring Officer and Other Personnel at Michael Moecker & Associates, Inc. to Provide Advisory Services, Effective as of the Petition Date [Exhibit to ECF No. 35]

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA

Dated_____, 2026.

By:_____, Deputy Clerk

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-_____
MYLER DISABILITY HOLDINGS, LLC,	Case No. 3:26-bk-_____
MYLER DISABILITY, LLC,	Case No. 3:26-bk-_____
ADDUCO MEDIA, LLC,	Case No. 3:26-bk-_____
TRAJECTOR DISABILITY, LLC,	Case No. 3:26-bk-_____
CONTACT CENTER 1, LLC,	Case No. 3:26-bk-_____
BENEFITS KARMA, LLC,	Case No. 3:26-bk-_____
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)

_____/

DECLARATION OF MARK C. HEALY IN SUPPORT OF DEBTORS' EMERGENCY APPLICATION, PURSUANT TO SECTIONS 105(a) AND 363(b) OF THE BANKRUPTCY CODE, FOR AUTHORIZATION TO EMPLOY

[1] The address of the Debtors is 7284 A1A South, Saint Augustine, FL 32080. The last four digits of each Debtor's federal tax identification number are: 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 (4291); (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).

AND RETAIN MARK C. HEALY AS CHIEF RESTRUCTURING OFFICER AND OTHER PERSONNEL AT MICHAEL MOECKER & ASSOCIATES, INC. TO PROVIDE ADVISORY SERVICES, EFFECTIVE AS OF THE PETITION DATE

Mark C. Healy, under penalty of perjury, hereby declares as follows:

1. I am an Executive Vice President of Michael Moecker & Associates, Inc. ("MMA"), which maintains an office at 841 Prudential Drive, Jacksonville, FL 32207. MMA manages assignments for the benefit of creditors, bankruptcy and receivership cases, and expert-witness and chief-restructuring-officer assignments.

2. I submit this Declaration in support of the *Debtors' Emergency Application, Pursuant to Section 105(a) and 363 of the Bankruptcy Code, for Authorization to Employ and Retain Mark C. Healy as Chief Restructuring Officer and Other Personnel at Michael Moecker & Associates, Inc., to Provide Advisory Services, Effective as of the Petition Date* (the "Application")[2] filed by the above-captioned debtors and debtors-in-possession. Unless otherwise stated in this Declaration, I have personal knowledge of the facts set forth herein, and, if called as a witness, I would testify competently thereto.

MMA's QUALIFICATIONS

3. MMA has a wealth of experience in providing fiduciary and consulting services to assist distressed businesses in large and complex insolvency cases.

4. I have approximately seventeen (17) years of experience serving in court-ordered fiduciary roles, including as Assignee for the Benefit of Creditors, Receiver, Chapter 11 Trustee, Subchapter V Trustee, Liquidation Agent, Chief Restructuring Officer, Manager, Special Master, Distribution Agent, Plan Administrator, and Expert Witness. Prior to my fiduciary career, I spent sixteen (16) years in commercial banking, during which I gained extensive experience in the

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

preparation and analysis of financial statements and in loan workouts, and I served for four (4) years as a Chief Financial Officer.

5. My representative engagements include serving as: (i) Assignee in the assignment for the benefit of creditors proceedings of *In re Crystal Cruises, LLC, Crystal Aircruises, LLC* and *Crystal Holdings, LLC,* consolidated under Case No. 2022-002472-CA-01 pending in the Circuit Court for the Eleventh Judicial Circuit in and for Miami-Dade County, Florida; (ii) Assignee in the assignment for the benefit proceedings of *In re One Stop Cooling & Heating LLC* and *One Stop Cooling and Heating Tampa LLC*, consolidated under Case No. 2022-CA-006717 in the Circuit Court of the Ninth Judicial Circuit, Orange County, Florida; (iii) Receiver in the case entitled *Office of the Attorney General, State of Florida Department of Legal Affairs v. Florida Coalition Against Domestic Violence, Inc., et al.,* Case No. 2020-CA-000437 in the Circuit Court for the Second Judicial Circuit in and for Leon County, Florida; (iv) Assignee in the assignment for the benefit proceedings of *In re Body Central Corp., Body Central Stores, Inc. Body Central Services, Inc.* and *Body Central Direct, Inc.,* consolidated under Case No. 16-2015-CA-000214 pending in the Circuit Court for the Fourth Judicial Circuit in and for Duval County, Florida (Jacksonville); (v) Chapter 11 Trustee in the Chapter 11 bankruptcy case of *In re Lydia Cladek Inc.*, Case No. 3:10-bk-02805 in the United States Bankruptcy Court for the Middle District of Florida, Jacksonville Division; (vi) Chapter 11 Trustee in the Chapter 11 bankruptcy case of *In re Latitude 360, Inc.,* Case No. 3:17-bk-00086 in the United States Bankruptcy Court for the Middle District of Florida, Jacksonville Division; and (vii) Plan Administrator in the Chapter 11 bankruptcy case of *In re RMS Titanic, Inc.,* Case No. 3:16-bk-02230 in the United States Bankruptcy Court for the Middle District of Florida, Jacksonville Division.

6. I hold a Master of Business Administration from the University of North Florida (1992) and a Bachelor of Science in Business Administration in Finance from the University of Florida (1989), and I am a graduate of the Graduate School of Banking at Louisiana State University (2008).

7. The additional individuals who will work alongside me (the "Additional Personnel") have substantial expertise in the areas discussed above and, if approved, will provide services to the Debtors in accordance with the Agreement and applicable orders of the Court. All of the MMA professionals will work closely with the Debtors' management and professionals throughout the reorganization process. By virtue of the expertise of its restructuring personnel, MMA is well-qualified to provide services to and represent the Debtors' interests in these Chapter 11 Cases.

SERVICES TO BE PROVIDED

8. I will serve as the CRO to the Debtors and together with MMA, the scope of services (the "Services") to the Debtors shall include:

(a) assisting the Debtors in the design and implementation of a restructuring strategy to maximize the enterprise value of the Debtors;

(b) in consultation with the Debtors and their advisors, representing the Debtors' interests in these Chapter 11 Cases in negotiations with creditors, secured lenders, and affiliated parties in debt restructuring activities to formulate and implement a Chapter 11 plan of reorganization; and

(c) performing such other services consistent with the role of CRO and not duplicative of services provided by other professionals in these Chapter 11 Cases.

9. In addition, MMA will provide Additional Personnel to provide restructuring

support and other services as requested by the Debtors and/or myself, including, but not limited to:

(a) assisting the Debtors and their advisors in the pre-planning and post-bankruptcy management workstreams, including:

(i) Preparation of budgets and variance reporting;

(ii) Preparation of first-day motions and orders;

(iii) Attending planning calls with the Debtors and their advisors; and

(iv) Other accounting matters as needed;

(b) assisting the Debtors and their advisors in the preparation of financial disclosures required by the Court, including Bankruptcy Schedules, Statements of Financial Affairs, and Monthly Operating Reports;

(c) supporting and assisting the Debtors with cash flow budgeting, liquidity and cash flow forecasting, and financial projections;

(d) assisting in managing the Debtors' vendors, including how vendors are managed and paid;

(e) advising and assisting the Debtors and their legal and other professional advisors in responding to third party requests;

(f) attending meetings and assisting in communications with parties in interest and their professionals, including the Debtors' secured lenders, any official committees, the Office of the United States Trustee (the "U.S. Trustee"), and any other governmental or regulatory agencies asserting jurisdiction over the business and affairs of the Debtors;;

(g) providing litigation advisory services with respect to accounting and

financial matters as needed; and

(h) providing other services as may be requested by the Debtors consistent with the role of a professional providing financial advisory and consulting services and not duplicative of services provided by other professionals in the Debtors' bankruptcy cases.

10. MMA will assist the Debtors with other matters as may be requested by the Debtors and agreed to by MMA.

NO DUPLICATION OF SERVICES

11. MMA understands that the Debtors may retain additional professionals during the term of its engagement and will work cooperatively with such professionals to integrate any respective work conducted by the professionals on behalf of the Debtors. The services provided by myself and MMA will complement, and not duplicate, the services to be rendered by any other professional retained in these Chapter 11 Cases.

TERMS OF RETENTION

12. MMA's decision to accept this engagement is conditioned upon its ability to be (i) retained in accordance with its customary terms and conditions of employment, (ii) compensated for its services, and (iii) reimbursed for the out-of-pocket expenses it incurs in accordance with its customary billing practices, as set forth in the Agreement.

13. As set forth in the Agreement, a number of MMA's personnel have experience in the matters listed above and, per the Agreement, may be engaged to provide the Services. Although others of MMA's staff may also be involved, MMA has listed certain of the MMA personnel (along with their corresponding billing rates) who may likely constitute the core group for this engagement, as follows:

Name	Hourly Rate
Mark C. Healy	$495.00/hour
Philip J. von Kahle	$495.00/hour
Wilbert Reynoso	$350.00/hour
Mika Salbo	$350.00/hour
Phil Birkhold	$300.00/hour
Case Manager	$250.00 to $350.00/hour
Admin	$75.00 to $125.00/hour

14. As set forth in the Agreement, MMA will also be entitled to reimbursement for its reasonable costs and expenses. Such costs and expenses may include, among others, charges for messenger services, overnight deliveries, photocopying, travel expenses, postage, and other charges customarily invoiced by consulting firms. Airfare for domestic flights, if any, will be charged at economy/coach fares; international flights, if any, will be charged at the business class fare.

15. In compliance with the terms of any order of the Bankruptcy Court authorizing, pursuant to section 363 of the Bankruptcy Code, MMA to provide the services of a Chief Restructuring Officer and supporting personnel, MMA will submit monthly reports to the Court detailing the services provided, and related professional fees and expenses incurred, by MMA.

16. As set forth in the Agreement, the Debtors paid a prepetition retainer of $100,000.00 (the "Retainer"). The Retainer is to be used to secure a portion of MMA's fees and expenses and will be applied to MMA's final invoice, as approved by the Court. Should the Retainer exceed the amount of MMA's final invoice, MMA will refund the difference to the Debtors at that time. MMA is not owed any amounts by the Debtors as of the Petition Date.

INDEMNIFICATION PROVISIONS

17. The Agreement contains indemnification language with respect to MMA's services.

18. The indemnification provisions contained in the Agreement (the "Indemnification Provisions") are customary and reasonable for MMA and comparable firms providing interim

management advisory services. The terms and conditions of the Indemnification Provisions were negotiated by the Debtors and MMA at arm's length and in good faith. The provisions contained in the Agreement, viewed in conjunction with the other terms of MMA's proposed retention, are reasonable and in the best interest of the Debtors, their estates, and creditors in light of the fact that the Debtors require MMA's services to reorganize successfully.

19. Accordingly, the Debtors request that this Court approve the Indemnification Provisions as set forth in the Agreement.

MMA'S DISINTERESTEDNESS

20. To the best of my knowledge, information and belief, insofar as I have been able to ascertain after reasonable inquiry, other than my status as Chief Restructuring Officer of the Debtors, neither I, nor MMA nor any of its partners, principals, employees, agents or affiliates, have any connection with the Debtors, their current members and officers, their creditors and equity security holders, the United States Trustee, or any other party with an actual or potential interest in these Chapter 11 Cases, or their attorneys or accountants. MMA and I represent no interest adverse to the Debtors or their estates.

21. In connection with the preparation of this Declaration, MMA searched its client database and conducted a review of its professional contacts with the Debtors and other parties in interest that were reasonably known to us to determine whether MMA had any relationships with the following types of entities: (a) the Debtors; and (b) secured and unsecured creditors of the Debtors, among others, based upon information and/or documentation provided by the Debtors.

22. Based on that search, I represent that, to the best of my knowledge, and other than my status as CRO of the Debtors, I know of no fact or situation that would represent a conflict of interest for me or MMA with regard to the Debtors and both MMA and I are each a "disinterested

person" as that term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b), in that MMA and its employees:

(a) Are not creditors, equity security holders or insiders of the Debtors;

(b) Were not, within two (2) years before the date of filing of the Debtors' Chapter 11 petitions, a director, officer, or employee of the Debtors; and

(c) Based upon the results of the search described above, do not have an interest materially adverse to the interest of the estates or any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtors, or for any other reasons.

23. MMA and I submit that we hold no adverse interest as to the matters for which we have been employed by the Debtors within the meaning of Bankruptcy Code section 327(a).

24. Certain individuals affiliated with MMA, or I, may render restructuring management services to the Debtors on a part-time basis, while others have been and/or will continue to be engaged full-time. To the extent such individuals are employed on a part-time basis, MMA and I submit that there are no simultaneous or prospective engagements existing which would constitute a conflict or adverse interest as to the matters for which I have been employed by the Debtors, nor would I or MMA staff such part-time temporary staff on any future matter that would constitute a conflict or adverse interest to these matters.

25. Further, as part of its diverse practice, both MMA and I may appear in numerous cases, proceedings and transactions that involve many different professionals, including attorneys, accountants and financial consultants, who may represent claimants and parties-in-interest in these Chapter 11 Cases. As a result, both MMA and I have represented and may in the future represent certain interested parties in matters wholly unrelated to these Chapter 11 Cases, either individually

or as part of representation of a committee of creditors or interest holders. Based upon my current knowledge of the professionals involved, and to the best of my knowledge, none of those relationships create interests materially adverse to the Debtors in matters upon which I am to be employed, and none are in connection with these Chapter 11 Cases.

26. As set forth above, MMA and I received the Retainer for fees and expenses in the amount of $100,000.00. The Retainer funded in this matter will serve as security for services to be rendered in the scope of this engagement. Neither MMA nor I was owed any fees or expenses as of the filing of these Chapter 11 Cases.

27. Despite the efforts described above to identify and disclose MMA or my connections with parties in interest in these Chapter 11 Cases, because the Debtors have numerous creditors and other relationships, neither MMA nor I are able to state with certainty that every client relationship or other connection has been disclosed. In that regard, if either MMA or I discover additional information that requires disclosure, MMA or I will file a supplemental disclosure with the Court.

28. Neither MMA nor I are a "creditor" of the Debtors within the meaning of Bankruptcy Code section 101(10). Further, neither I nor any other MMA partner or principal is a holder of any of the Debtors' equity interests.

29. No commitments have been made or received by me and/or MMA or any partner or employee associate thereof, as to compensation or payment in connection with these cases other than in accordance with the provisions of the Bankruptcy Code. Neither I nor MMA, have any agreement with any other entity to share with such entity any compensation received by MMA in connection with these Chapter 11 Cases.

30. I, along with MMA, reserve the right to supplement this Declaration in the event

that I and/or MMA discover any facts bearing on matters described in this Declaration regarding my employment by the Debtors as CRO.

31. This concludes my declaration.

28 U.S.C. § 1746 Declaration

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information and belief.

Executed this 23rd day of July, 2026

/s/ *Mark C. Healy*
Mark C. Healy

EXHIBIT 2

(Agreement)

MICHAEL MOECKER & ASSOCIATES, INC.

June 22, 2026

James S. Hill, II
Chief Executive Officer
Trajector Holdings, LLC
5950 NW 1st Place, Suite 200
Gainesville, FL 32607

Re: Michael Moecker & Associates Engagement letter for Chief Restructuring Officer Assignment with Trajector Holdings, LLC and Related Companies

Dear Mr. Hill,

First, I would like to thank you for considering our credentials and experience and those of our team at Michael Moecker & Associates, Inc. in connection with the engagement as Chief Restructuring Officer. Please accept this as the agreement (the "Agreement") for Michael Moecker & Associates ("MMA") to provide services to Trajector Holdings, LLC and its subsidiaries listed on Exhibit A hereto (collectively, the "Company") in connection with the Company's Chapter 11 filing (collectively, the "Chapter 11 Case") in the United States Bankruptcy Court for the Middle District of Florida (the "Court").

1. MMA will provide Mark C. Healy as the Company's Chief Restructuring Officer ("CRO") and in that capacity, the scope of the CRO's services (including the services set forth in paragraph 2 below, the "Services") shall include:

    a. assisting the Company in the design and implementation of a restructuring strategy;

    b. in consultation with the Company and its advisors, representing the Company's interests in the Chapter 11 Case in negotiations with creditors, secured lenders, and affiliated parties in debt restructuring activities to formulate and implement a Chapter 11 plan of reorganization; and

    c. performing such other services consistent with the role of CRO and not duplicative of services provided by other professionals in the case.

2. MMA will provide other personnel ("Additional Personnel") to provide restructuring support and other services as requested by Company and/or CRO, including, but not limited to:

   a. assisting the Company and its advisors in the pre-planning and post-bankruptcy management workstreams, including:
      i. Preparation of budgets and variance reporting;
      ii. Preparation of first-day motions and orders;
      iii. Attending planning calls with the Company and its advisors; and
      iv. Other accounting matters as needed;

   b. assisting the Company and its advisors in the preparation of financial disclosures required by the Court, including Bankruptcy Schedules, Statements of Financial Affairs, and Monthly Operating Reports;

   c. supporting and assisting the Company with cash flow budgeting, liquidity and cash flow forecasting, and financial projections;

   d. assisting in managing the Company's vendors, including how vendors are managed and paid.

   e. advising and assisting the Company and its legal and other professional advisors in responding to third party requests;

   f. attending meetings and assisting in communications with parties in interest and their professionals, including the Company's secured lenders, any official committees, the Office of the United States Trustee (the "U.S. Trustee"), and any other governmental or regulatory agencies asserting jurisdiction over the business and affairs of the Company;

   g. providing litigation advisory services with respect to accounting and financial matters as needed; and

   h. providing other services as may be requested by the Company consistent with the role of a professional providing financial advisory and consulting services and not duplicative of services provided by other professionals in the Company's bankruptcy case.

3. MMA will assist the Company with other matters as may be requested by Company and agreed to by MMA.

MMA's ability to adequately perform pursuant to this Agreement is dependent upon the Company providing access to reliable, accurate and complete necessary information. The Company acknowledges that MMA is not responsible for independently verifying the veracity, completeness, or accuracy of any information supplied to MMA by or on behalf of the Company.

Although MMA does not predict or warrant the outcome of this or any other particular matter or issue, and our fees are not dependent upon such outcomes, we will perform the services with reasonable care and in a diligent and competent manner.

Rates, Invoicing and Retainer

A number of MMA's personnel have experience in the above matters and may be engaged to provide the Services. Although others on our staff may also be involved, we have listed below certain of the MMA personnel (along with their corresponding billing rates) who would likely constitute the core group for this matter.

Mark C. Healy	$495.00/hour
Phil Von Kahle	$495.00/hour
Wilbert Reynoso	$350.00/hour
Mika Salbo	$350.00/hour
Phil Birkhold	$300.00/hour
Additional Personnel:	
Case Manager	$250.00 to $350.00/hour
Admin	$75.00 to $125.00/hour

These rates will be discounted by 5% assuming invoices are paid promptly after approval (including Court approval where required). MMA shall invoice the Company on a periodic basis for MMA's professional time for services performed on an hourly basis plus any actual expenses incurred.

In compliance with the terms of any order of the Court authorizing, pursuant to section 363 of the Bankruptcy Code, MMA to provide the services of a Chief Restructuring Officer and supporting personnel, MMA will submit monthly reports to the Court detailing the services provided, and related professional fees and expenses incurred, by MMA. We reserve the right to suspend Services if fees are not paid timely, in which event we will not be liable for any resulting loss, damage or expense connected with such suspension.

MMA will also be entitled to reimbursement for its reasonable costs and expenses. Such costs and expenses may include, among others, charges for overnight deliveries, photocopying, travel expenses, postage, and other charges.

MMA requires a retainer of $100,000.00 (the "Retainer") before performing any services.

The purpose of the Retainer is to secure a portion of our fees and expenses and to retain our status as a non-creditor should such be required for MMA to continue to provide the Services. The Retainer will be applied to our final invoice. If the Retainer balance exceeds the amount of our final invoice, we will refund the difference to the Company at that time. MMA will apply the Retainer to amounts invoiced but not paid and, if applicable, any late charges. MMA reserves the right to suspend Services or, at its discretion, to terminate this Agreement as provided for herein, until the Retainer is replenished. Upon acceptance of this agreement and if required, the Company will seek Court approval of the retention of MMA.

Relationship of the Parties

MMA will provide services to and for the Company. Specifically, the parties intend that an independent contractor relationship will be created by this Agreement. Employees of MMA are not to be considered employees of the Company and are not entitled to any of the benefits that the Company provides for its employees unless written modification is made to this Agreement.

The Company acknowledges that all advice (written or oral) given by MMA to the Company in connection with MMA's engagement is intended solely for the benefit and use of the Company and that no third party is entitled to rely on any such advice or communication. MMA will in no way be deemed to be providing services for any person not a party to this Agreement.

Confidentiality and Communications

a. All communications from MMA in connection with its work under this Agreement shall be addressed to Company except as authorized in writing by Company. MMA may retain copies of materials acquired in the course of this engagement from third parties for future use by MMA so long as such use is consistent with any protective order or other confidentiality agreement associated therewith and so long as such materials do not contain proprietary, confidential or trade secret information about the Company or any of its parents, affiliates or predecessors.

b. All documents and other work product prepared by MMA and delivered to the Company under this Agreement (the "Deliverables") shall remain or become the property of the Company to the extent of MMA's right to convey ownership thereto; provided, however, nothing herein shall be construed to assign or transfer any intellectual property rights or works of authorship, and all ideas, concepts, know-how, methods, processes, improvements and derivatives, whether or not copyrightable, used or created by MMA to develop the Deliverables ("MMA Materials") and all such MMA Materials shall

be the sole and exclusive property of MMA so long as such materials do not contain proprietary, confidential or trade secret information about the Company or any of its parents, affiliates or predecessors. To the extent such MMA Materials are delivered with or as part of a Deliverable, they are not assigned to the Company.

c. Documents received by the Company counsel or other attorneys in the course of the Matter may be subject to a protective agreement or order. In connection with MMA's activities under this Agreement, MMA agrees to be bound by the terms of any such protective agreement or order, a copy of which shall be given to MMA at the earliest practicable time, so that MMA may have access to such documents and understand its rights and obligations under such agreement or order.

d. MMA agrees that all information not publicly available that is received by MMA from the Company in connection with this Agreement or that is developed during this engagement, will be treated as confidential and will not be disclosed by MMA, except as required by court order, or other legal process, or as may be authorized by the Company. MMA shall not be required to defend against any action to obtain an order requiring disclosure of such information but shall instead give prompt notice of any such action to the Company, so that it may seek appropriate remedies, including a protective order. The Company shall reimburse MMA for all costs and fees (including reasonable attorney's fees and internal time devoted by MMA employees incurred by MMA, whether during the pendency of this engagement or thereafter, relating to responding to (whether by objecting to or complying with) any subpoenas or requests for production of information or documents.

e. The Company or MMA may terminate this Agreement at any time upon thirty (30) days' notice in writing. If the right of termination is exercised, MMA shall, as concurrently requested by the Company, bring to an orderly conclusion any project or projects on which it is then working in connection with this Agreement and deliver any completed work product to the Company within thirty (30) days of the notice of termination; provided, however, the Company shall be obligated to pay and/or reimburse MMA all fees and expenses accrued under this Agreement as of the effective date of the termination prior to the delivery of such work product.

Limitation of Liability

The Company shall indemnify MMA for any claims made by the company, shareholders, employees, its creditors and vendors or any third parties. All parties' obligations under this Agreement, except those specifically limited to the period of MMA's employment during the pendency of the Matter, shall survive the termination or expiration of this Agreement, including the provisions of this Agreement relating to indemnification, limitation of liability, and all other provisions necessary to the enforcement of the intent of this Agreement.

Company Documents & Jurisdiction

Upon MMA's receipt of a written request by the Company, MMA shall, in its discretion, either destroy or deliver to the Company all documents, electronic data and other materials, including all copies thereof, that:

a. have been provided to MMA in connection with the Services;

b. embody or disclose in any way any theories, opinions, facts, data, information, documents, or other materials disclosed or provided to MMA in connection with the Services; or

c. have been prepared or are in the process of being prepared by or for MMA in connection with the Services.

If MMA has not received such written request by the Company within one year of termination of this Agreement, MMA shall treat such documents in accordance with MMA's then existing document retention policy. In all events, MMA may retain copies of such documents and materials that it deems necessary to address potential post-termination issues, subject to complying with any confidentiality provisions in effect at the time of termination of the Agreement.

MMA's engagement shall not constitute an audit, review or compilation, or any other type of financial statement reporting engagement that is subject to the rules of AICPA or other such state and national professional bodies. It is beyond the scope of the Services to identify deficiencies in record keeping practices or procedures, errors or irregularities in financial statements or the Company books and records.

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

This Agreement contains the entire understanding of the parties relating to the subject matter of this engagement letter and supersedes and is intended to nullify

any other agreements, understandings or representations relating to the Matter that is the subject of this Agreement. This Agreement may not be amended or modified except in a writing signed by the parties.

If you agree with the foregoing, please fund the retainer request, sign an original copy of this Agreement on the acceptance line below, and return one fully executed agreement to me.

If you have any further questions or should you need any additional information, please contact me at 904-210-7023.

Sincerely,

Mark C. Healy
Executive Vice President
www.moecker.com

Acceptance:

Trajector Holdings, LLC

James S. Hill, II (Jun 24, 2026 10:13:01 EDT)

Name: James S. Hill, II
Title: CEO

Exhibit A

Trajector Holdings, LLC
Benefits Group Holdings, LLC
Trajector Medical, LLC
Infinite IP LLC
Perfect Path, LLC
Trajector Admin Services, LLC
Benefits Insurance, LLC
Myler Insurance Services Holdings, LLC
AnchorSix Services, LLC
Atvantage, LLC
Trajector Media Services, LLC
Globaltek BPO LLC
Myler Disability Holdings, LLC
Myler Disability, LLC
Adduco Media, LLC
Trajector Disability, LLC
Contact Center 1, LLC
Benefits Karma, LLC
Executive Staffing Solutions, PLLC
Ampry Holdings, LLC
Concierge Staffing Service Management LLC
Trajector, Inc.