UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION
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In re	Chapter 11
THE STEPHAN CO.,	Case No. 8:25-bk-0893-CPM
Debtor.[1]	

DEBTOR'S APPLICATION FOR APPOINTMENT OF KROLL RESTRUCTURING ADMINISTRATION LLC AS CLAIMS, NOTICING AND SOLICITATION AGENT

NOTICE OF OPPORTUNITY TO OBJECT AND REQUEST FOR HEARING

If you object to the relief requested in this paper you must file a response with the Clerk of Court at 801 N. Florida Avenue, Suite 555, Tampa, Florida 33602, within 14 days from the date of service, plus an additional three days if this paper was served on any party by U.S. Mail.

If you file and serve a response within the time permitted, the Court will either notify you of a hearing date or the Court will consider the response and grant or deny the relief requested in this paper without a hearing. If you do not file a response within the time permitted, the Court will consider that you do not oppose the relief requested in the paper, and the Court may grant or deny the relief requested without further notice or hearing.

You should read these papers carefully and discuss them with your attorney if you have one. If the paper is an objection to your claim in this bankruptcy case, your claim may be reduced, modified, or eliminated if you do not timely file and serve a response.

The above-captioned debtor and debtor in possession (the "**Debtor**") files this application (the "**Application**") for entry of an order, substantially in the form attached hereto as **Exhibit A** (the "**Retention Order**"), pursuant to section 156(c) of title 28 of the United States Code and section 105(a) of title 11 of the United States Code (the "**Bankruptcy Code**"), appointing Kroll Restructuring Administration LLC ("**Kroll**") as claims, noticing and solicitation agent ("**Claims**

[1] The last four digits of the Debtor's federal tax identification number are 6812. The Debtor's mailing address is 2211 Reach Road, Suite B4, Williamsport, Pennsylvania 17701.

<u>and Noticing Agent</u>") in the Debtor's chapter 11 case effective *nunc pro tunc* to the Petition Date (as defined below). In support of this Application, the Debtor submits the Declaration of Benjamin J. Steele, Managing Director of Kroll (the "**<u>Steele Declaration</u>**"), attached hereto as **<u>Exhibit B</u>**, and respectfully represents as follows:

JURISDICTION AND VENUE

1. The Court has jurisdiction to consider over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

2. The bases for the relief requested are 28 U.S.C. § 156(c), section 105(a) of the Bankruptcy Code, and Bankruptcy Rule 2002.

BACKGROUND

3. On the date hereof (the "**<u>Petition Date</u>**"), each Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code.

4. The Debtor is operating its business and managing its properties as debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

5. No trustee, examiner, or official committee of unsecured creditors has been appointed.

6. The primary purpose of this chapter 11 case is to address and comprehensively resolve the Debtor's liability for talc- and/or asbestos-related personal injuries. The Debtor faces significant potential liability resulting from an increasing number of lawsuits alleging personal injuries caused by exposure to talc allegedly contaminated with asbestos that was manufactured and sold by a company, Old 97 Co., that became a subsidiary of, and was later merged into, the Debtor (the "**<u>Talc Personal Injury Claims</u>**"). As of the Petition Date, the Debtor has been named

as a defendant in over 500 active cases asserting Talc Personal Injury Claims

7. Additional information regarding the Debtor, including its business operations, its capital and debt structures, and the circumstances leading to the commencement of this chapter 11 case, is set forth in detail in the *Chapter 11 Case Management Summary* (the "**Case Management Summary**"), which was filed contemporaneously herewith and is incorporated herein by reference.

RELIEF REQUESTED

8. The Debtor requests entry of an order appointing Kroll as the Claims and Noticing Agent for the Debtor and its chapter 11 case, to, among other tasks, (i) serve as the noticing agent to mail notices to the estates' creditors, equity security holders, and parties in interest; (ii) provide computerized claims, objection, solicitation, and balloting database services; and (iii) provide expertise, consultation, and assistance in claim and ballot processing and other administrative services with respect to the Debtor's bankruptcy case, pursuant to the provisions of the Engagement Agreement (the "**Engagement Agreement**"), a copy of which is attached hereto as **Exhibit C**.

Kroll's Qualifications

9. Kroll is comprised of leading industry professionals with significant experience in both the legal and administrative aspects of large, complex chapter 11 cases. Kroll's professionals have experience in noticing, claims administration, solicitation, balloting, and facilitating other administrative aspects of chapter 11 cases and experience in matters of this size and complexity. Kroll's professionals have acted as debtor's counsel or official claims and noticing agent in many large bankruptcy cases in various districts nationwide. Kroll's active and former cases include: *Aerotech Miami Inc. d/b/a iAero Tech, et al.,* No. 23-17503 (RAM) (Bankr. S.D. Fla.); *JOANN*

Inc., No. 25-10068 (CTG) (Bankr. D. Del.); *Acorda Therapeutics, Inc.*, No. 24-22284 (DSJ) (Bankr. S.D.N.Y.); *Hooters of America, LLC*, No. 25-80078 (SWE) (Bankr. N.D. Tex.); *New Rite Aid, LLC*, No. 25-14861 (MBK) (Bankr. D.N.J.); and *23andMe Holding Co.*, No. 25-40976 (BCW) (Bankr. E.D. Mo.).

Services to be Provided

10. This Application pertains to the work to be performed by Kroll under 11 U.S.C. § 327(a) and under the Clerk's delegation of duties permitted by 28 U.S.C. § 156(c). Under the Engagement Agreement, Kroll will perform the following services ("**Services**"), as the Claims Agent, at the request of the Debtor or the Clerk's Office:

(a) assist the Debtor with the preparation and distribution of all required notices and documents in accordance with the Bankruptcy Code and the Bankruptcy Rules in the form and manner directed by the Debtor and/or the Court, including: (i) notice of any claims bar date, (ii) notice of any proposed sale of the Debtor's assets, (iii) notices of objections to claims and objections to transfers of claims, (iv) notices of any hearings on a disclosure statement and confirmation of any plan or plans of reorganization, including under Bankruptcy Rule 3017(d), (v) notice of the effective date of any plan, and (vi) all other notices, orders, pleadings, publications and other documents as the Debtor, Court, or Clerk may deem necessary or appropriate for an orderly administration of this chapter 11 case;

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

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

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

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

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

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

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

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

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

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

(l) relocate, by messenger or overnight delivery, all of the court-filed proofs of claim to the offices of Kroll, not less than weekly;

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

(n) identify and correct any incomplete or incorrect addresses in any mailing or service lists;

(o) assist in the dissemination of information to the public and respond to requests for administrative information regarding this chapter 11 case as directed by the Debtor or the Court, including through the use of a case website and/or call center;

(p) monitor the Court's docket in this chapter 11 case and, when filings are made in error or containing errors, alert the filing party of such error and work with them to correct any such error;

(q) comply with applicable federal, state, municipal, and local statutes, ordinances, rules, regulations, orders, and other requirements;

(r) if this chapter 11 case is converted to one under chapter 7 of the Bankruptcy Code, contact the Clerk's office within three (3) days of notice to Kroll of entry of the order converting the case;

(s) thirty (30) days prior to the close of this chapter 11 case, to the extent practicable, request that the Debtor submits to the Court a proposed order dismissing Kroll as claims, noticing, and solicitation agent and terminating its services in such capacity upon completion of its duties and responsibilities and upon the closing of this chapter 11 case;

(t) within seven (7) days of notice to Kroll of entry of an order closing this chapter 11 case, provide to the Court the final version of the Claims Register as of the date immediately before the close of the case;

(u) at the close of this chapter 11 case, (i) box and transport all original documents, in proper format, as provided by the Clerk's office, to (A) the Philadelphia Federal Records Center, 14700 Townsend Road, Philadelphia, PA 19154 or (B) any other location requested by the Clerk's office; and (ii) docket a completed SF-135 Form indicating the accession and location numbers of the archived claims;

(v) assist the Debtor with plan-solicitation services including: (i) balloting, (ii) distribution of applicable solicitation materials, (iii) tabulation and calculation of votes, (iv) determining with respect to each ballot cast, its timeliness and its compliance with the Bankruptcy Code, Bankruptcy Rules, and procedures ordered by this Court; (v) preparing an official ballot certification and testifying, if necessary, in support of the ballot tabulation results; and (vi) in connection with the foregoing services, process requests for documents from parties in interest, including, if applicable, brokerage firms, bank back-offices and institutional holders;

(w) assist with the preparation of the Debtor's schedules of assets and liabilities and statements of financial affairs and gather data in conjunction therewith;

(x) provide a confidential data room, if requested;

(y) manage and coordinate any distributions pursuant to a chapter 11 plan; and

(z) provide such other processing, solicitation, balloting and other administrative services described in the Engagement Agreement that may be requested from time to time by the Debtor, the Court or the Clerk's Office.

11. The Claims Register shall be open to the public for examination without charge during regular business hours and on a case-specific website maintained by Kroll.

Professional Compensation

12. The Debtor respectfully requests that the undisputed fees and expenses incurred by Kroll in the performance of the above services be treated as administrative expenses of the Debtor's chapter 11 estate pursuant to 28 U.S.C. § 156(c) and section 503(b)(1)(A) of the Bankruptcy Code and be paid in the ordinary course of business pursuant to the Engagement Agreement without further application to or order of the Court. Kroll agrees to maintain records of all services showing dates, categories of services, fees charged, and expenses incurred, and to serve monthly invoices on the Debtor, the Office of the United States Trustee, counsel for the Debtor, counsel for any official committee monitoring the expenses of the Debtor and any party in interest who specifically requests service of the monthly invoices. If any dispute arises relating to the Engagement Agreement or monthly invoices, the parties shall meet and confer in an attempt to resolve the dispute; if resolution is not achieved, the parties may seek resolution of the matter from the Court.

13. Prior to the Petition Date, the Debtor provided Kroll an advance in the amount of $25,000. Kroll seeks to first apply the advance to all prepetition invoices, and thereafter, to have the advance replenished to the original advance amount, and thereafter, to hold the advance under the Engagement Agreement during this chapter 11 case as security for the payment of fees and expenses incurred under the Engagement Agreement.

14. Additionally, under the terms of the Engagement Agreement, the Debtor has agreed to indemnify, defend, and hold harmless Kroll and its members, officers, employees,

representatives, and agents under certain circumstances specified in the Engagement Agreement, except in circumstances resulting solely from Kroll's gross negligence or willful misconduct or as otherwise provided in the Engagement Agreement or Retention Order. The Debtor believes that such an indemnification obligation is customary, reasonable, and necessary to retain the services of a claims and noticing agent in this chapter 11 case.

Disinterestedness

15. Kroll has reviewed its electronic database to determine whether it has any relationships with the creditors and parties in interest provided by the Debtor, and, to the best of the Debtor's knowledge, information, and belief, and except as disclosed in the Steele Declaration, Kroll has represented that it neither holds nor represents any interest materially adverse to the Debtor's estate in connection with any matter on which it would be employed.

16. To the best of the Debtor's knowledge, Kroll is a "disinterested person" as that term is defined in Bankruptcy Code section 101(14), as modified by Bankruptcy Code section 1107(b), as Kroll represents in the Steele Declaration, among other things, that:

(a) Kroll, its members and employees are not and were not, within two years before the date of the filing of this chapter 11 case, creditors, equity security holders, insiders or employees of the Debtor;

(b) Kroll 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 the Claims and Noticing Agent in this chapter 11 case;

(c) By accepting employment in this chapter 11 case, Kroll waives any rights to receive compensation from the United States government in connection with this chapter 11 case;

(d) In its capacity as the Claims and Noticing Agent in this chapter 11 case, Kroll will not be an agent of the United States and will not act on behalf of the United States;

(e) Kroll will not employ any past or present employees of the Debtor in connection with its work as the Claims and Noticing Agent in this chapter

11 case;

(f) In its capacity as Claims and Noticing Agent in this chapter 11 case, Kroll will not intentionally misrepresent any fact to any person;

(g) Kroll shall be under the supervision and control of the Clerk's office with respect to the receipt and recordation of claims and claim transfers;

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

(i) None of the services provided by Kroll as Claims and Noticing Agent in this chapter 11 case shall be at the expense of the Clerk's office.

Kroll will supplement its disclosure to the Court if any facts or circumstances are discovered that would require such additional disclosure. To the extent that there is any inconsistency between this Application, the Retention Order, and the Engagement Agreement, the Retention Order shall govern.

BASIS FOR RELIEF

17. Bankruptcy Rule 2002 describes certain notices that must be provided to creditors and other parties in interest in bankruptcy cases. Under Bankruptcy Rule 2002, the Court may direct that some person other than the Clerk's Office provide notice of the various matters described therein. In addition, 28 U.S.C. § 156(c) expressly authorizes the use of non-court services: "Any court may utilize facilities or services, either on or off the court's premises, which pertain to the provision of notices, dockets, calendars, and other administrative information to parties in cases filed under the provisions of title 11. The utilization of such facilities or services shall be subject to such conditions and limitations as the pertinent circuit council may prescribe." 28 U.S.C. § 156(c).

18. Therefore, Kroll's provision of the Services is expressly authorized under Bankruptcy Rule 2002 and 28 U.S.C. § 156(c).

19. For all the foregoing reasons, the Debtor believes that the appointment of Kroll as the claims and noticing agent is appropriate and in the best interest of the Debtor's estate. The Debtor anticipates that there will be several hundred entities to be noticed.[2] In view of the number of anticipated claimants and the complexity of the Debtor's business, the Debtor submits that the appointment of Agent as the claims and noticing agent is both necessary and in the best interest of the Debtor's estate and its creditors because the Debtor will be relieved of the burdens associated with the Services. Accordingly, the Debtor will be able to devote its full attention and resources to the restructuring efforts described above. Bankruptcy courts in Florida have approved similar relief in other chapter 11 cases. *See, e.g.*, *In re Red Lobster Management LLC*, Case No. 24-02486-GER (Bankr. M.D. Fla. May 22, 2024).

NOTICE

20. The Debtor will serve notice of the Application on: (i) the Office of the United States Trustee; (ii) the largest law firms representing Talc Personal Injury Claimants; (iii) the Internal Revenue Service; and (iv) any party that has requested notice pursuant to Bankruptcy Rule 2002.

NO PRIOR REQUEST

21. No prior request for the relief sought herein has been made to this or any other court.

WHEREFORE, the Debtor respectfully requests entry of an order, substantially in the form

[2] In an effort to minimize notice parties associated with the Talc Personal Injury Claims, the Debtor has or intends to file *Debtor's Emergency Motion for Entry of Interim and Final Orders (I) Authorizing the Filing of a List of (A) the Law Firms Representing the Largest Numbers of Talc Claims Against the Debtor, (II) Authorizing the Listing of Addresses of Counsel to the Tals Asbestos Claimants in Creditor Matrix in Lieu of Claimants' Addresses, (III) Approving Notice Procedures for Such Claimants, and (IV) Granting Related Relief* (the "**Noticing Procedures Order**"), seeking in part to limit notice to counsel for holders of Talc Personal Injury Claims rather than to each such claimant directly.

attached hereto as **Exhibit A**, authorizing Kroll to act as Claims and Noticing Agent for the Debtor and granting such other relief as may be appropriate.

Dated: November 26, 2025

STEARNS WEAVER MILLER WEISSLER ALHADEFF & SITTERSON, P.A.

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Proposed Counsel to the Debtor and Debtor in Possession

Exhibit A

Proposed Retention Order

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

In re	Chapter 11
THE STEPHAN CO.,	Case No. 8:25-bk-0893-CPM
Debtor.[1]	

ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION OF KROLL RESTRUCTURING ADMINISTRATION LLC AS CLAIMS, NOTICING, AND SOLICITATION AGENT

The Court has considered the Debtor's application (the "**Application**")[2] to employ Kroll Restructuring Administration LLC ("**Agent**") as its claims, noticing, and solicitation agent in this case. The Court finds that *ex parte* relief is appropriate. The Court orders:

1. The Debtor is authorized to employ Agent under the terms of the Engagement Agreement attached to the Application as modified by this Order.

2. The Agent is authorized and directed to perform the services as described in the Application, the Engagement Agreement, and this Order. If a conflict exists, this Order controls.

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[1] The last four digits of the Debtor's federal tax identification number are 6812. The Debtor's mailing address is 2211 Reach Road, Suite B4, Williamsport, Pennsylvania 17701.

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

3. The Agent may not sell bankruptcy data obtained through its role as the Agent to third parties.

4. The Clerk shall provide Agent with Electronic Case Filing ("**ECF**") credentials that allow Agent to receive ECF notifications, file certificates and/or affidavits of service.

5. The Agent is a custodian of court records and is designated as the authorized repository for all proofs of claim filed in this case. Agent shall maintain the official Claims Register in this case. The Agent must make complete copies of all proofs of claims available to the public electronically without charge. Proofs of Claims and all attachments may be redacted only as ordered by the Court.

6. The Agent shall provide the Clerk with a certified duplicate of the official Claims Register upon request.

7. The Agent shall provide (i) an electronic interface for filing proofs of claim in this case; and (ii) a post office box or street mailing address for the receipt of proofs of claim sent by United States Mail or overnight delivery.

8. The Agent is authorized to take such other actions as are necessary to comply with all duties and provide the Services set forth in the Application and the Engagement Agreement.

9. The Agent shall provide detailed invoices setting forth the services provided and the rates charged on a monthly basis to the Debtor, its counsel, the Office of the United States Trustee, counsel for any official committee, and any party in interest who specifically requests service of the monthly invoices in writing.

10. The Agent shall not be required to file fee applications. Upon receipt of Agent's invoices, the Debtor is authorized to compensate and reimburse Agent for all undisputed amounts in the ordinary course in accordance with the terms of the Engagement Agreement. All amounts due to the Agent will be treated as § 503(b) administrative expenses. The Agent may apply its advance

in accordance with the Engagement Agreement and the terms of this Order.

11. The Debtor shall indemnify Agent under the terms of the Engagement Agreement, as modified and limited by this Order. Notwithstanding the foregoing, the Agent may only be indemnified for claims, noticing and solicitation agent activities and is not indemnified for, and may not receive any contribution or reimbursement with respect to the following:

a. For matters or services arising before this case is closed, any matter or service not approved by an order of this Court.

b. Unauthorized marketing activities or data or privacy breaches.

c. Any matter that is determined by a final order of a Court of competent jurisdiction that arises from (i) the Agent's gross negligence, willful misconduct, fraud, bad faith, self-dealing, or breach of fiduciary duty (ii) a contractual dispute if the court determines that indemnification, contribution, or reimbursement would not be permissible under applicable law; or (iii) any situation in which the Court determines that indemnification, contribution, or reimbursement would not be permissible pursuant to *In re Thermadyne Holdings Corp.*, 283 B.R. 749, 756 (B.A.P. 8th Cir. 2002). No matter governed by this paragraph may be settled without this Court's approval.

d. This paragraph does not preclude Agent from seeking an order from this Court requiring the advancement of indemnity, contribution or reimbursement obligations in accordance with applicable law.

12. The Agent shall not cease providing services during this chapter 11 case for any reason, including nonpayment, without an order of the Court. In the event Agent is unable to provide the Services set out in this Order and/or the Engagement Agreement, Agent will immediately notify the Clerk and the Debtor's counsel and cause all original proofs of claim and data turned over to such persons as directed by the Court.

13. After entry of an order terminating Agent's services, upon the closing of this chapter 11 case, or for any other reason, Agent shall be responsible for archiving all proofs of claim with the Federal Archives Record Administration, if applicable, or as otherwise directed and shall be compensated by the Debtor for such archiving services.

14. The terms and conditions of this Order are immediately effective and enforceable upon its entry.

15. This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order. The scope of Agent's services may be altered only on separate motion and further order of this Court.

<u>Exhibit B</u>

Steele Declaration

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

In re THE STEPHAN CO., Debtor.[1]	Chapter 11 Case No. 8:25-bk-08937-CPM

DECLARATION OF BENJAMIN J. STEELE IN SUPPORT OF DEBTOR'S APPLICATION FOR APPOINTMENT OF KROLL RESTRUCTURING ADMINISTRATION LLC AS CLAIMS, NOTICING AND SOLICITATION AGENT

I, Benjamin J. Steele, under penalty of perjury, declare as follows:

1. I am a Managing Director of Kroll Restructuring Administration LLC ("**Kroll**"), a chapter 11 administrative services firm whose headquarters are located at 1 World Trade Center, 31st Floor, New York, New York 10007. Except as otherwise noted, I have personal knowledge of the matters set forth herein, and if called and sworn as a witness, I could and would testify competently thereto.

[1] The last four digits of the Debtor's federal tax identification number are 6812. The Debtor's mailing address is 2211 Reach Road, Suite B4, Williamsport, Pennsylvania 17701.

2. This Declaration is made in support of the *Debtor's Application for Appointment of Kroll Restructuring Administration LLC as Claims, Noticing and Solicitation Agent*, which was filed contemporaneously herewith (the "**Application**")[2] by the Debtor.

3. Kroll is comprised of leading industry professionals with significant experience in both the legal and administrative aspects of large, complex chapter 11 cases. Kroll's professionals have experience in noticing, claims administration, solicitation, balloting, and facilitating other administrative aspects of chapter 11 cases and experience in matters of this size and complexity. Kroll's professionals have acted as debtor's counsel or official claims and noticing agent in many large bankruptcy cases in various districts nationwide. Kroll's active and former cases include: *Aerotech Miami Inc. d/b/a iAero Tech, et al.,* No. 23-17503 (RAM) (Bankr. S.D. Fla.); *JOANN Inc.*, No. 25-10068 (CTG) (Bankr. D. Del.); *Acorda Therapeutics, Inc.*, No. 24-22284 (DSJ) (Bankr. S.D.N.Y.); *Hooters of America, LLC*, No. 25-80078 (SWE) (Bankr. N.D. Tex.); *New Rite Aid, LLC*, No. 25-14861 (MBK) (Bankr. D.N.J.); and *23andMe Holding Co.*, No. 25-40976 (BCW) (Bankr. E.D. Mo.).

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

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

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

(a) Kroll, its members and employees are not and were not, within two years before the date of the filing of this chapter 11 case, creditors, equity security holders, insiders or employees of the Debtor;

(b) Kroll 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 the Claims and Noticing Agent in this chapter 11 case;

(c) By accepting employment in this chapter 11 case, Kroll waives any rights to receive compensation from the United States government in connection with this chapter 11 case;

(d) In its capacity as the Claims and Noticing Agent in this chapter 11 case, Kroll will not be an agent of the United States and will not act on behalf of the United States;

(e) Kroll will not employ any past or present employees of the Debtor in connection with its work as the Claims and Noticing Agent in this chapter 11 case;

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

(g) In its capacity as Claims and Noticing Agent in this chapter 11 case, Kroll will not intentionally misrepresent any fact to any person;

(h) Kroll shall be under the supervision and control of the Clerk's office with respect to the receipt and recordation of claims and claim transfers;

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

(j) None of the services provided by Kroll as Claims and Noticing Agent in this chapter 11 case shall be at the expense of the Clerk's office.

6. In accordance with 11 U.S.C. § 327(a) and Federal Rule of Bankruptcy Procedure 2014, I caused to be submitted for review by our conflicts system the names of all known potential parties in interest (the "**<u>Potential Parties in Interest</u>**") in this chapter 11 case. The list of Potential Parties in Interest was provided by the Debtor. The results of the conflict check were compiled and reviewed by Kroll professionals under my supervision. At this time, and as set forth in further detail herein, Kroll is not aware of any connection that would present a disqualifying conflict of

interest. Should Kroll discover any new relevant facts or connections bearing on the matters described herein during the period of its retention, Kroll will use reasonable efforts to file promptly a supplemental declaration.

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

8. Certain of Kroll's professionals were partners of or formerly employed by firms that are providing or may provide professional services to parties in interest in these cases. Such firms include Kirkland & Ellis LLP; Weil, Gotshal & Manges LLP; O'Melveny & Myers LLP; Mayer Brown LLP; Fried, Frank, Harris, Shriver & Jacobson LLP; Bracewell LLP; Willkie Farr & Gallagher LLP; Jones Day; Shearman & Sterling LLP; Baker & Hostetler LLP; Togut, Segal & Segal LLP; Faegre Drinker Biddle & Reath LLP, KPMG LLP; PricewaterhouseCoopers LLP; Epiq Bankruptcy Solutions, LLC; Donlin, Recano & Company, Inc. and Kurtzman Carson Consultants LLC. Except as may be disclosed herein, these professionals did not work on any matters involving the Debtor while employed by their previous firms. Moreover, these professionals were not employed by their previous firms when this chapter 11 case was filed.

9. Kroll has and will continue to represent clients in matters unrelated to this chapter 11 case. In addition, Kroll and its personnel have and will continue to have relationships personally or in the ordinary course of its business with certain vendors, professionals, financial institutions, and other parties in interest that may be involved in the Debtor's chapter 11 case. Kroll may also provide professional services to entities or persons that may be creditors or parties in interest in this

chapter 11 case, which services do not directly relate to, or have any direct connection with, this chapter 11 case or the Debtor.

10. Kroll, and its personnel in their individual capacities, regularly utilize the services of law firms, investment banking and advisory firms, accounting firms, and financial advisors. Such firms engaged by Kroll or its personnel may appear in chapter 11 cases representing the Debtor or parties in interest. All engagements where such firms represent Kroll or its personnel in their individual capacities are unrelated to this chapter 11 case.

11. Kroll is an indirect subsidiary of Kroll, LLC ("**Kroll Parent**"). Kroll Parent is the world's premier provider of services and digital products related to governance, risk and transparency. Within the Kroll Parent corporate structure, Kroll operates independently from Kroll Parent. As such, any relationships that Kroll Parent and its affiliates maintain do not create an interest of Kroll's that is materially adverse to the Debtor's estate or any class of creditors or security holders. Kroll Parent is not currently identified on the Potential Parties in Interest list, but Kroll makes this disclosure out of an abundance of caution.

12. As part of its conflicts check process, Kroll submitted for review by each of its employees the list of Potential Parties in Interest provided by the Debtor to determine whether any employee holds an adverse interest to the Debtor and/or is a "disinterested person," as such term is defined in the Bankruptcy Code. In addition, the employees of Kroll were asked to review their investment holdings, to the extent possible, to determine whether they have any direct or indirect ownership of the Debtor's securities. Upon information and belief, and upon such reasonable inquiry by Kroll and the results thereof, Kroll is not aware that any of its employees directly or indirectly own any debt or equity securities of the Debtor or of any of its affiliates. Moreover, Kroll has a policy prohibiting its employees from using confidential information that may come to their attention in the course of their work. In this regard, subject to non-discretionary Investment

Funds (as defined below), all Kroll employees are barred from trading in securities with respect to matters in which Kroll is retained.

13. As a general matter, in the infrequent case when a Kroll employee may, directly or indirectly, own a debt or equity security of a company which may become or becomes a debtor or a debtor affiliate, such ownership would be substantially less than one percent of any such debtor or debtor affiliate. Additionally, from time to time, Kroll employees may personally invest in mutual funds, retirement funds, private equity funds, venture capital funds, hedge funds and other types of investment funds (the "**Investment Funds**"), through which such individuals may indirectly acquire a debt or equity security of many companies, one of which may be the Debtor or its affiliates. Any employee who has made any such investment does not manage or otherwise control such Investment Fund. The Investment Funds are managed by third parties, and Kroll employees that may invest in the particular Investment Fund have no influence, discretion, or control over the Investment Fund's decision to buy, sell or vote any particular debt or equity securities comprising the particular Investment Fund and in certain instances, employees may not be aware of the particular debt or equity securities comprising the particular Investment Fund.

14. Based on the foregoing, I believe that Kroll is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code. Moreover, to the best of my knowledge and belief, neither Kroll nor any of its employees hold or represent any interest materially adverse to the Debtor's estate with respect to any matter upon which Kroll is to be engaged.

15. Kroll further declares that Kroll does not now have nor has it ever had any contract or agreement with XClaim Inc. or with any other party under which Kroll provides, provided, or will provide exclusive access to claims data and/or under which Kroll would be compensated for claims data made available by Kroll.

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

Executed on November 26, 2025.

/s/ *Benjamin J. Steele*
Benjamin J. Steele
Managing Director
Kroll Restructuring Administration LLC
1 World Trade Center, 31st Floor
New York, New York 10007

Exhibit C

Engagement Agreement

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The Stephan Co
7901 4th St N Suite 300
St. Petersburg, FL 33702

Phone: (813) 248-5761
Attn: Henry Jacobi

November 5, 2025

Re: Engagement of Kroll Restructuring Administration LLC

Dear Henry,

Thank you for the opportunity to work with you and your team. We are looking forward to contributing in every way possible to a successful transaction for The Stephan Co (collectively, the "Company").

This letter is to confirm our agreement regarding certain discounts to be provided to the Company in connection with that certain Kroll Restructuring Administration LLC Engagement Agreement, dated November 5, 2025 (the "Engagement Agreement"). As noted in the Engagement Agreement, Kroll Restructuring Administration LLC ("Kroll") has agreed to extend to the Company a discount of 15% off the hourly rates set forth in the Rate Structure (as defined in the Engagement Agreement) for the life of the engagement. In addition, Kroll has agreed to waive up to $15,000 in hourly fees incurred before the date the Company files a voluntary petition(s) seeking relief under chapter 11 of title 11 of the United States Code if such petition(s) are filed; provided that such waiver of fees shall not apply to fees incurred in connection with a prepetition solicitation, contract reviews or the preparation of schedules of assets and liabilities or statements of financial affairs. For the avoidance of doubt, the foregoing discounts shall not apply to expenses incurred by Kroll for or on behalf of the Company.

Sincerely,

Christina Pullo
Managing Director

Kroll Restructuring Administration LLC
1 World Trade Center, 31st Floor
New York, NY 10007
T +1 212 257 5446
christina.pullo@kroll.com
www.kroll.com

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Kroll Restructuring Administration LLC Engagement Agreement

This Agreement is entered into as of November 5, 2025 between Kroll Restructuring Administration LLC ("***Kroll***") and The Stephan Co (together with its affiliates and subsidiaries, the "***Company***").[1]

In consideration of the promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Services**

(a) Kroll agrees to provide the Company with consulting services regarding legal noticing, claims management and reconciliation, plan solicitation, balloting, disbursements, preparation of schedules of assets and liabilities and statements of financial affairs, communications, confidential online workspaces or data rooms (publication to which shall not violate the confidentiality provisions of this Agreement) and any other services agreed upon by the parties or otherwise required by applicable law, governmental regulations or court rules or orders (all such services collectively, the "***Services***").

(b) The Company acknowledges and agrees that Kroll will often take direction from the Company's representatives, employees, agents and/or professionals (collectively, the "***Company Parties***") with respect to providing Services hereunder. The parties agree that Kroll 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.

(c) The Company agrees and understands that Kroll shall not provide the Company or any other party with legal advice.

2. **Rates, Expenses and Payment**

(a) Kroll will provide the Services on an as-needed basis and upon request or agreement of the Company, in each case in accordance with the rate structure attached hereto and incorporated by reference herein (the "***Rate Structure***"); provided, however that Kroll will provide a discount of 15% off the attached hourly rates. The Company agrees to pay for reasonable out of pocket expenses incurred by Kroll in connection with providing Services hereunder.

(b) The Rate Structure sets forth individual unit pricing for each of the Services. The Company may request separate Services or all of the Services.

(c) Kroll will bill the Company no less frequently than monthly. All invoices shall be due and payable upon receipt. Where an expense or group of expenses to be incurred is expected to exceed $10,000 (e.g., publication notice), Kroll may require advance or direct payment from the Company before the performance of Services hereunder. If any

[1] The Company shall include, to the extent applicable, the Company, as debtor and debtor in possession in any 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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amount is unpaid as of 30 days after delivery of an invoice, the Company agrees to pay a late charge equal to 1.5% of the total amount unpaid every 30 days.

(d) In case of a good faith dispute with respect to an invoice amount, the Company shall provide a detailed written notice of such dispute to Kroll within 10 days of receipt of the invoice. The undisputed portion of the invoice will remain due and payable immediately upon receipt thereof. Late charges shall not accrue on any amounts disputed in good faith.

(e) The Company shall pay any fees and expenses for Services relating to, arising out of or resulting from any error or omission made by the Company or the Company Parties.

(f) The Company shall pay or reimburse any taxes that are applicable to Services performed hereunder or that are measured by payments made hereunder and are required to be collected by Kroll or paid by Kroll to a taxing authority.

(g) Upon execution of this Agreement, the Company shall pay Kroll an advance of $25,000. Kroll may use such advance against unpaid fees and expenses hereunder. Kroll may use the advance against all prepetition fees and expenses, which advance then shall be replenished immediately by the Company to the original advance amount; thereafter, Kroll may hold such advance to apply against unpaid fees and expenses hereunder.

(h) Kroll reserves the right to make reasonable increases to the Rate Structure on an annual basis effective on the first business day of each year. If any annual increase to the hourly rates therein represents an increase greater than 10% from the previous year's levels, Kroll shall provide 30 days' notice to the Company of such increases.

3. <u>Retention in Bankruptcy Case</u>

(a) If the Company commences a case pursuant to title 11 of the United States Code (the "***Bankruptcy Code***"), the Company promptly shall file applications with the Bankruptcy Court to retain Kroll (i) as claims and noticing agent pursuant to 28 U.S.C. § 156(c) and (ii) as administrative advisor pursuant to section 327(a) of the Bankruptcy Code for all Services that fall outside the scope of 28 U.S.C. § 156(c). The form and substance of such applications and any order approving them shall be reasonably acceptable to Kroll.

(b) If any Company chapter 11 case converts to a case under chapter 7 of the Bankruptcy Code, Kroll will continue to be paid for Services pursuant to 28 U.S.C. § 156(c) and the terms hereunder.

4. <u>Confidentiality</u>

(a) The Company and Kroll agree to keep confidential all non-public records, systems, procedures, software and other information received from the other party in connection with the Services provided hereunder; provided, however, that if any such information was publicly available, already in the party's possession or known to it, independently

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developed, lawfully obtained from a third party or required to be disclosed by law, then a party shall bear no responsibility for publicly disclosing such information.

(b) If either party reasonably believes that it is required to disclose any confidential information pursuant to an order from a governmental authority, such party shall provide written notice to the other party promptly after receiving such order, to allow the other party sufficient time to seek any remedy available under applicable law to prevent disclosure of the information.

5. **Property Rights**

Kroll reserves all property rights in and to all materials, concepts, creations, inventions, works of authorship, improvements, designs, innovations, ideas, discoveries, know-how, techniques, programs, systems, specifications, applications, processes, routines, manuals, documentation and any other information or property (collectively, "***Property***") furnished by Kroll for itself or for use by the Company hereunder. Fees and expenses paid by the Company do not vest in the Company any rights in such Property. Such Property is only being made available for the Company's use during and in connection with the Services provided by Kroll hereunder.

6. **Bank Accounts**

At the request of the Company or the Company Parties, Kroll shall be authorized to establish accounts with financial institutions in the name of and as agent for the Company to facilitate distributions pursuant to a chapter 11 plan or other transaction. To the extent that such accounts or other financial products are provided to the Company, pursuant to Kroll's agreement(s) with financial institutions, Kroll may receive fees and other compensation from such institutions.

7. **Term and Termination**

(a) This Agreement shall remain in effect until terminated by either party: (i) on 30 days' prior written notice to other party; or (ii) immediately upon written notice for Cause (as defined herein). "***Cause***" means (i) gross negligence or willful misconduct of Kroll that causes material harm to the Company's restructuring under chapter 11 of the Bankruptcy Code, (ii) the failure of the Company to pay Kroll invoices for more than 60 days from the date of invoice or (iii) the accrual of invoices or unpaid Services in excess of the retainer held by Kroll where Kroll reasonably believes it will not be paid.

(b) If this Agreement is terminated after Kroll is retained pursuant to Bankruptcy Court order, the Company promptly shall seek entry of a Bankruptcy Court order discharging Kroll of its duties under such retention, which order shall be in form and substance reasonably acceptable to Kroll.

(c) If this Agreement is terminated, the Company shall remain liable for all amounts then accrued and/or due and owing to Kroll hereunder.

(d) If this Agreement is terminated, Kroll 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 Kroll shall provide the necessary staff, services and assistance required for such an orderly transfer. The Company agrees to pay for such Services pursuant to the Rate Structure.

8. No Representations or Warranties

Kroll makes no representations or warranties, express or implied, including, without limitation, any express or implied warranty of merchantability, fitness or adequacy for a particular purpose or use, quality, productiveness or capacity.

9. Indemnification

(a) To the fullest extent permitted by applicable law, the Company shall indemnify and hold harmless Kroll and its members, directors, officers, employees, representatives, affiliates, consultants, subcontractors and agents (collectively, the "***Indemnified Parties***") from and against any and all losses, claims, damages, judgments, liabilities and expenses, whether direct or indirect (including, without limitation, counsel fees and expenses) (collectively, "***Losses***") resulting from, arising out of or related to Kroll's performance hereunder. Without limiting the generality of the foregoing, Losses include (a) any liabilities resulting from claims by any third parties against any Indemnified Party, and (b) indemnification obligations of Kroll to its vendors.

(b) Kroll and the Company shall notify each other in writing promptly upon the assertion, threat or commencement of any claim, action, investigation or proceeding that either party becomes aware of with respect to the Services provided hereunder.

(c) The Company's indemnification of Kroll hereunder shall exclude Losses resulting from Kroll's gross negligence or willful misconduct.

(d) The Company's indemnification obligations hereunder shall survive the termination of this Agreement.

10. Limitations of Liability

Except as expressly provided herein, Kroll's liability to the Company for any Losses, unless due to Kroll's gross negligence or willful misconduct, shall be limited to the total amount paid by the Company for the portion of the particular work that gave rise to the alleged Loss. In no event shall Kroll's liability to the Company for any Losses arising out of this Agreement exceed the total amount actually paid to Kroll for Services provided hereunder. In no event shall Kroll 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 hereunder.

11. Company Data

(a) The Company is responsible for, and Kroll does not verify, the accuracy of the programs, data and other information it or any Company Party submits for processing to Kroll and for the output of such information, including, without limitation, with respect to preparation of statements of financial affairs and schedules of assets and liabilities (collectively, "**SOFAs and Schedules**"). Kroll bears no responsibility for the accuracy

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and content of SOFAs and Schedules, and the Company is deemed hereunder to have approved and reviewed all SOFAs and Schedules filed on its behalf.

(b) The Company agrees, represents and warrants to Kroll that before delivery of any information to Kroll: (i) the Company has full authority to deliver such information to Kroll; and (ii) Kroll is authorized to use such information to perform Services hereunder.

(c) Any data, storage media, programs or other materials furnished to Kroll by the Company may be retained by Kroll until the Services provided hereunder are paid in full. The Company shall remain liable for all fees and expenses incurred by Kroll under this Agreement as a result of data, storage media or other materials maintained, stored or disposed of by Kroll. Any such disposal shall be in a manner requested by or acceptable to the Company; provided that if the Company has not utilized Kroll's Services for a period of 90 days or more, Kroll may dispose of any such materials, and be reimbursed by the Company for the expense of such disposition, after giving the Company 30 days' notice; provided that undeliverable mail may be disposed of upon closing of the case without notice to the Company. The Company agrees to initiate and maintain backup files that would allow the Company to regenerate or duplicate all programs, data or information provided by the Company to Kroll.

(d) If Kroll is retained pursuant to Bankruptcy Court order, disposal of any Company data, storage media or other materials shall comply with any applicable court orders and rules or clerk's office instructions.

(e) Kroll may use Company's name and logo on its website and in its promotional materials to state that Company is a customer of Kroll and its Services during and after the term of this Agreement.

12. Non-Solicitation

The Company agrees that neither it nor any of its subsidiaries or affiliates shall directly or indirectly solicit for employment, employ or otherwise retain as employees, consultants or otherwise, any employees of Kroll during the term of this Agreement and for a period of 12 months after termination thereof unless Kroll provides prior written consent to such solicitation or retention.

13. Force Majeure

Whenever performance by Kroll of any of its obligations hereunder is materially prevented or impacted by reason of any act of God, government requirement, strike, lock-out or other industrial or transportation disturbance, fire, flood, epidemic, lack of materials, law, regulation or ordinance, act of terrorism, war or war condition, or by reason of any other matter beyond Kroll's reasonable control, then such performance shall be excused, and this Agreement shall be deemed suspended during the continuation of such prevention and for a reasonable time thereafter.

14. Choice of Law

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

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15. Arbitration

Any dispute arising out of or relating to this Agreement or the breach thereof shall be finally resolved by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction. There shall be three arbitrators named in accordance with such rules. The arbitration shall be conducted in the English language in New York, New York in accordance with the United States Arbitration Act.

16. Integration; Severability; Modifications; Assignment

(a) 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, agreements and communications between the parties relating to the subject matter hereof.

(b) 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.

(c) This Agreement may be modified only by a writing duly executed by an authorized representative of the Company and an officer of Kroll.

(d) This Agreement and the rights and duties hereunder shall not be assignable by the parties hereto except upon written consent of the other; provided, however, that Kroll may assign this Agreement to a wholly-owned subsidiary or affiliate without the Company's consent.

17. Effectiveness of Counterparts

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which shall constitute one and the same agreement. This Agreement will become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, which delivery may be made by exchange of copies of the signature page by fax or email.

18. Notices

All notices and requests in connection with this Agreement shall be sufficiently given or made if given or made in writing via hand delivery, overnight courier, U.S. Mail (postage prepaid) or email, and addressed as follows:

If to Kroll: Kroll Restructuring Administration LLC
1 World Trade Center, 31st Floor
New York, NY 10007
Attn: Legal Department

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	Tel: 212-257-5450 Email: Legal@kbs.kroll.com
If to the Company:	The Stephan Co 7901 4th St N Suite 300 St. Petersburg, FL 33702 Phone: (813) 248-5761 Attn: Henry Jacobi Email: Henry@thestephaco.com
With a copy to:	Verrill Dana, LLP 1 Portland Square, Floor 10 Portland, Maine 04101 Attn: Letson Boots Tel: (207) 253-4530 Email: lboots@verrill-law.com

[Signature page follows]

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

Kroll Restructuring Administration LLC

By: Christina Pullo
Title: Managing Director

The Stephan Co.
[CLIENT]

By: HENRY JACCOBI
Title: CEO

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Claims and Noticing Rates

TITLE	HOURLY RATE
Analyst The Analyst processes data, including proofs of claim, ballots and return mail, and executes outgoing mailings with adherence to strict quality control standards.	$30 - $50
Technology Consultant The Technology Consultant provides database support for complex reporting requirements and administers complicated variable data mailings.	$55 - $95
Consultant The Consultant is the day-to-day contact for mailings, updates the case website, prepares and executes affidavits of service, responds to creditor inquiries and maintains the official claim register, including processing claims objections and transfers.	$75 - $165
Senior Consultant The Senior Consultant directs the data collection process for the master mailing list, oversees all mailings, performs quality control checks on claim and other data processes, and generates claim and other reports.	$175
Director The Director is the lead contact for the company, counsel and advisors on the engagement and oversees all aspects of the bankruptcy administration, including managing the internal client service team and coordinating among case professionals.	$185 - $195

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Solicitation, Balloting and Tabulation
Statements of Financial Affairs/Schedules of Assets and Liabilities

TITLE	HOURLY RATE
Solicitation Consultant; SOFA/Schedule Consultant The Solicitation Consultant reviews, tabulates and audits ballots, and executes plan solicitation and other public securities mailings. In addition, the Solicitation Consultant prepares customized reports relating to voting and other corporate events (such as exchange offers and rights subscriptions) and interfaces with banks, brokers, nominees, depositories and their agents regarding solicitations and other communications. The SOFA/Schedule Consultant directs the data collection process for the SOFAs and Schedules and prepares the official forms.	$195
Solicitation Director; SOFA/Schedule Director The Director of Solicitation is the lead client service contact in the plan solicitation process. The Director oversees and coordinates soliciting creditor votes on a plan of reorganization and will attest to solicitation processes and results. The Director also advises on public securities noticing and related actions, including voting, exchange offers, treatment elections, rights subscriptions and distributions and coordinates with banks, brokers, nominees, their agents and depositories to ensure the smooth execution of these processes. The SOFA/Schedule Director works closely with the company and advisors to oversee all aspects of collecting SOFA/Schedule data and preparing the official forms.	$225

Managing Directors and Experts

TITLE	HOURLY RATE
Managing Director Kroll Restructuring Administration’s Managing Directors are expert witnesses or former restructuring professionals averaging more than 15 years of experience across hundreds or thousands of bankruptcy and other engagements.	$250

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Printing & Noticing Services	
Printing	$0.12 per page
Customization/Envelope Printing	$0.05 each
Document folding and inserting	No charge
Postage/Overnight Delivery	Preferred Rates
Public Securities Events	Varies by Event
Standard Email Noticing (Blast Email pricing on request)	No charge
Fax Noticing	$0.10 per page
Proof of Claim Acknowledgment Card	$0.10 per card
Envelopes	Varies by Size
Newspaper and Legal Notice Publishing	
Coordinate and publish legal notices	Available on request
Case Website	
Case Website setup	No charge
Case Website hosting	No charge
Update case docket and claims register	No charge
Data Administration and Management	
Kroll does not charge for automated processes, encrypted bandwidth and other similar components of overhead.	
Inputting proofs of claim and ballots	Standard hourly rates (no per claim or ballot charge)
Electronic Imaging	$0.12 per image
Data Storage, maintenance and security	$0.10 per record per month
Electronic Data Collection Platform	
Electronic claim filing, ballot submission and complex data collection platform	No charge
Call Center Services	
Case-specific voice-mail box	No charge

About Kroll
Kroll provides proprietary data, technology and insights to help our clients stay ahead of complex demands related to risk, governance and growth. Our solutions deliver a powerful competitive advantage, enabling faster, smarter and more sustainable decisions. With 5,000 experts around the world, we create value and impact for our clients and communities. To learn more, visit www.kroll.com.

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Interactive Voice Response ("IVR")	No charge
Monthly maintenance	No charge
Call center personnel	Standard hourly rates
Live chat	Standard hourly rates
Disbursement Services & Securities Eligibility Services	
Securities Eligibility Services	Available on request
Payment issuance (check, wire, ACH, digital) and/or Form 1099	Available on request
W-9 solicitation and maintenance of EIN/TIN database	Standard rates