

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re

AN GLOBAL LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 23-11294 (JKS)

(Jointly Administered)

Re: Docket Nos. 8 and 57

**FINAL ORDER (I) AUTHORIZING THE DEBTORS TO (A) CONTINUE
THEIR INSURANCE PROGRAMS AND (B) PAY CERTAIN
OBLIGATIONS IN RESPECT THEREOF, AND (II) AUTHORIZING THE
DEBTORS' FINANCIAL INSTITUTIONS TO HONOR AND PROCESS
CHECKS AND TRANSFERS RELATED TO SUCH OBLIGATIONS**

Upon the motion (the "Motion")² of the debtors and debtors-in-possession in the above-captioned Chapter 11 Cases (collectively, the "Debtors") for entry of an order (this "Final Order"), pursuant to sections 105(a), 363(b) and 503(b) of the Bankruptcy Code and Bankruptcy Rule 6004(h), (i) authorizing the Debtors, subject to and in accordance with the Budget, to (a) maintain their existing insurance policies, including but not limited to those insurance programs

¹. The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's federal tax identification number or registration number in the applicable jurisdiction, are: AN Global LLC (5504); AgileThought, Inc. (2509); 4th Source Holding Corp. (9629); 4th Source Mexico, LLC (7552); 4th Source, LLC (7626); AgileThought Brasil-Consultoria Em Tecnologia LTDA (01-42); AgileThought Brasil Servicos de Consultoria Em Software (01-20); AgileThought Costa Rica S.A. (6822); AgileThought Digital Solutions, S.A.P.I. de C.V. (3KR0); AgileThought México S.A. de C.V. (7E46); AgileThought, LLC (7076); AgileThought Servicios Administrativos, S.A. de C.V. (4AG1); AgileThought Servicios México S.A. de C.V. (8MY5); AgileThought, S.A.P.I. de C.V. (No Tax ID); AGS Alpama Global Services USA, LLC (0487); AN Data Intelligence, S.A. de C.V. (8I73); AN Extend, S.A. de C.V. (1D80); AN Evolution, S. de R.L. de C.V. (7973); AN USA (5502); AN UX, S.A. de C.V. (7A42); Cuarto Origen, S. de R.L. de C.V. (0IQ9); Entrepids México, S.A. de C.V. (OCYA); Entrepids Technology Inc. (No Tax ID); Facultas Analytics, S.A.P.I. de C.V. (6G37); Faktos Inc., S.A.P.I. de C.V. (3LLA); IT Global Holding LLC (8776); and QMX Investment Holdings USA, Inc. (9707); AgileThought Argentina, S.A. (No Tax ID); AGS Alpama Global Services México, S.A. de C.V. (No Tax ID); and Tarnow Investment, S.L. (No Tax ID). The Debtors' headquarters are located at 222 W. Las Colinas Boulevard, Suite 1650E, Irving, Texas 75039.

². Capitalized terms used but not defined herein shall have the meanings set forth in the Motion.



listed on **Exhibit C** attached to the Motion (collectively, the “Insurance Programs”),³ and (b) pay all obligations in respect thereof, on an uninterrupted basis, consistent with the Debtors’ practices in effect prior to the commencement of the Chapter 11 Cases, including the payment of all premiums, premium finance payments, claims, deductibles and retentions, retrospective adjustments, administrative and broker’s fees, whether relating to the period prior to or following the commencement of these Chapter 11 Cases, as more fully described in the Motion, and (ii) authorizing the Debtors’ financial institutions to honor and process checks and transfers related to such obligations; and upon consideration of the *Declaration of James S. Feltman, Chief Restructuring Officer of the Debtors in Support of First Day Relief*; and it appearing that this Court has jurisdiction to consider the Motion pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated February 29, 2012; and it appearing that venue of these Chapter 11 Cases and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; and due and proper notice of the Motion and the hearing to consider the relief requested therein (the “Hearing”) appearing adequate and appropriate under the circumstances; and this Court having found that no other or further notice need be provided; and the legal and factual bases set forth in the Motion establishing just and sufficient cause to grant the relief requested therein; and the relief granted herein being in the best interests of the Debtors, their estates, creditors and all parties in interest; and the Court

³ For the avoidance of doubt, the term Insurance Programs shall include all insurance policies issued or providing coverage at any time to the Debtors or their predecessors, whether expired, current or prospective, and any agreements related thereto, whether or not listed on Exhibit C attached to the Motion, including, without limitation, including Workers’ Compensation Programs.

having held the Hearing, if any, with the appearances of interested parties noted in the record of the Hearing; and no objection to the Motion having been filed or made at the Hearing, if any, on the Motion; and upon all of the proceedings before the Court and after due deliberation and sufficient cause appearing therefor;

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED on a final basis as set forth herein.
2. The Debtors are hereby authorized, but not directed, to pay, in their sole discretion and upon consultation with the DIP Agent, without limitation all pre-petition and post-petition premiums (including insurance premiums and audit premiums), claims, deductibles (including funded or corridor deductibles), all self-insured retentions (including corridor self-insured retentions), and retentions, retrospective adjustments, administrative, expenses, assessments, surcharges, service fees, and broker's fees and all other obligations arising under or in connection with the Insurance Programs, as well as premium finance payments pursuant to the PFA in an aggregate amount not to exceed \$1,500,000 absent further order of this Court (collectively, the "Insurance Obligations").
3. The Debtors are hereby authorized, but not directed, to maintain their Insurance Programs and the PFA without interruption, in the ordinary course of business, on the same basis and in accordance with the same practices and procedures that were in effect prior to the Petition Date, in their business judgment and in their discretion and upon consultation with the DIP Agent, without further application to this Court.
4. The Debtors are hereby authorized, but not directed, to renew amend, supplement, extend, endorse, modify, purchase, and/or enter into new Insurance Programs and the

PFA, and or obtain replacement coverage, as needed, in the ordinary course of business, in their discretion and upon consultation with the DIP Agent, without further application to this Court.

5. The automatic stay of section 362(a) of the Bankruptcy Code, if and to the extent applicable, is hereby lifted without further order of the Court, but solely to the extent of available insurance coverage, to permit (a) claimants to proceed with any claims (whether arising before or after the Petition Date) covered by the Debtors' Workers' Compensation Programs⁴ or direct action claims in the appropriate judicial or administrative forum; and (b) Insurance Carriers and third party administrators to handle, administer, defend, settle and/or pay workers' compensation claims and direct action claims. This modification of the automatic stay, if and to the extent applicable, pertains solely to claims under the Debtors' Workers' Compensation Program and direct action claims. For the avoidance of doubt, any payments made in connection with the Debtors' Workers' Compensation Program shall not be subject to the caps set forth in paragraph 2 above.

6. Nothing in this Final Order or the Motion (a) alters, amends or modifies the terms and conditions of any of the Insurance Program; (b) relieves the Debtors of any of their obligations under the Insurance Program; (c) creates or permits a direct right of action against an Insurance Carrier;⁵ (d) precludes or limits, in any way, the rights of any Insurance Carrier to contest and/or litigate the existence, primacy and/or scope of available coverage under any of the Insurance Program and/or to deny coverage under any of the Insurance Program; or (e) waives any

⁴ The term Workers' Compensation Program shall mean all workers' compensation insurance policies issued or providing coverage at any time to the Debtors or their predecessors, whether expired, current or prospective, and any agreements related thereto.

⁵ For the avoidance of doubt, the term Insurance Carrier shall include all insurance carriers and third party administrators that issued or entered into the Insurance Programs, whether or not such Insurance Carriers are identified on Exhibit C to the Motion.

Insurance Carrier's claims or rights against the Debtors, any of the Debtors' subsidiaries or affiliates, or any other person, entity, property or parties liable to such Insurance Carrier (whether under the Insurance Program or otherwise).

7. All banks and other financial institutions are hereby authorized to receive, process, honor and pay any checks presented for payment and electronic transfer requests made by the Debtors related to the payment of the Insurance Obligations approved herein, and the costs and expenses incident thereto, whether such checks were presented or such electronic transfer requests were submitted before, or are presented or submitted after, the Petition Date, to the extent funds are available in the Debtors' accounts; provided, however, that such checks or electronic funds transfers are identified by the Debtors as relating directly to the payment of the Insurance Obligations, or the costs and expenses incident thereto, approved herein.

8. All such banks and financial institutions are further authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved pursuant to this Final Order. In no event shall any such bank or other financial institution that takes any such action either (i) at the direction of the Debtors, (ii) in the good faith belief that the Court has authorized such action consistent with the implementation of reasonable item handling procedures or (iii) as a result of an innocent mistake made despite the implementation of reasonable item handling procedures, be deemed in violation of this Final Order or have liability in connection therewith.

9. The Debtors are authorized to reissue any check or electronic payment that originally was given in payment of any prepetition amount authorized to be paid under this Final Order and is not cleared by the applicable bank or other financial institution.

10. Nothing in this Final Order or the Motion is intended or should be construed as (i) an admission as to the validity or priority of any claim against the Debtors, (ii) a waiver of the Debtors' rights to dispute any claim, including the validity or priority thereof, or (iii) an approval, assumption or reaffirmation of any agreement, contract or lease whether under section 365(a) of the Bankruptcy Code or otherwise. Likewise, any payment made pursuant to this Final Order is not intended and should not be construed as an admission as to the validity or priority of any claim or a waiver of the Debtors' rights to subsequently dispute such claim.

11. The relief granted herein is without prejudice to the Debtors' ability to request further relief related to the Insurance Programs and Insurance Obligations.

12. Absent further order of this Court upon notice, during the course of these bankruptcy cases, the Debtors shall not renew or enter into any new premium financing agreement upon any terms less favorable than those in the exiting Premium Financing Agreements.

13. Notwithstanding any applicability of Bankruptcy Rule 6004(h), the terms and conditions of this Final Order shall be immediately effective and enforceable upon entry of this Final Order.

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

15. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation of this Final Order.

Dated: October 2nd, 2023
Wilmington, Delaware


J. KATE STICKLES
UNITED STATES BANKRUPTCY JUDGE