

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:)	Chapter 11
Voyager Aviation Holdings, LLC <i>et al.</i> ,)	Case No. 23-11177 (JPM)
Debtors. ¹)	(Jointly Administered)

**ORDER AUTHORIZING RETENTION
AND EMPLOYMENT OF KURTZMAN CARSON
CONSULTANTS LLC AS CLAIMS AND NOTICING AGENT FOR
THE DEBTORS PURSUANT TO 28 U.S.C. § 156(c), 11 U.S.C. § 105(a),
AND S.D.N.Y. LBR 5075-1 EFFECTIVE AS OF THE PETITION DATE**

Upon the application (the “Application”)² of the debtors and debtors in possession (collectively, the “Debtors”) in the above-captioned cases for an order authorizing the retention and appointment of Kurtzman Carson Consultants LLC (“KCC”) as claims and noticing agent in these cases under 28 U.S.C. §156(c), section 105(a) of the Bankruptcy Code, and Local Bankruptcy Rule 5075-1, all as more fully set forth in the Application; and the Debtors having estimated that there are hundreds of creditors and equityholders in these chapter 11 cases, many of which are expected to file proofs of claim, and it appearing that the receiving, docketing and maintaining of proofs of claim would be unduly time consuming and burdensome for the Clerk’s

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s tax identification number, are: Voyager Aviation Holdings, LLC (8601); A330 MSN 1432 Limited (N/A); A330 MSN 1579 Limited (N/A); Aetios Aviation Leasing 1 Limited (N/A); Aetios Aviation Leasing 2 Limited (N/A); Cayenne Aviation LLC (9861); Cayenne Aviation MSN 1123 Limited (N/A); Cayenne Aviation MSN 1135 Limited (N/A); DPM Investment LLC (5087); Intrepid Aviation Leasing, LLC (N/A); N116NT Trust (N/A); Panamera Aviation Leasing IV Limited (N/A); Panamera Aviation Leasing VI Limited (N/A); Panamera Aviation Leasing XI Limited (N/A); Panamera Aviation Leasing XII Designated Activity Company (N/A); Panamera Aviation Leasing XIII Designated Activity Company (N/A); Voyager Aircraft Leasing, LLC (2925); Voyager Aviation Aircraft Leasing, LLC (3865); Voyager Aviation Management Ireland Designated Activity Company (N/A); and Voyager Finance Co. (9652). The service address for each of the Debtors in these cases is 301 Tresser Boulevard, Suite 602, Stamford, CT 06901.

² Capitalized terms used but not defined in this Order shall have the meanings given to such terms in the Application or in the First Day Declaration, as applicable.



Office; and the Court being authorized under 28 U.S.C. §156(c) to utilize, at the Debtors' expense, outside agents and facilities to provide notices to parties in title 11 cases and to receive, docket, maintain, photocopy and transmit proofs of claim; and the Court being satisfied that KCC has the capability and experience to provide such services and that KCC does not hold an interest adverse to the Debtors or the estates respecting the matters upon which it is to be engaged; and the Court having reviewed the Application, the Gershbein Declaration, and the First Day Declaration, and having heard the statements of counsel regarding the relief requested in the Application at a hearing before the Court, if any (the "Hearing"); and the Court having found that (a) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order of Reference M-431, dated January 31, 2012 (Preska, C.J.); (b) this is a core proceeding pursuant to 28 U.S.C. §§ 157(a)-(b) and 1334(b); (c) venue is proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409;³ and (d) due and proper notice of the Application and the Hearing was sufficient under the circumstances; and the Court having determined that the legal and factual bases set forth in the Application establish just cause for the relief granted herein; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor;

IT IS HEREBY ORDERED THAT:

1. Notwithstanding the terms of the Engagement Agreement attached to the Application, the Application is approved solely as set forth in this Order.
2. The Debtors are authorized to retain KCC as the claims and noticing agent in these cases, effective as of the Petition Date, under the terms of the Engagement Agreement.

³ The United States Trustee reserves all rights with respect to this finding.

3. KCC is authorized and directed to perform all noticing services and to receive, maintain, record and otherwise administer the proofs of claim filed in these Chapter 11 Cases, and other related tasks, all as described in the Application.

4. KCC shall serve as the interim custodian of court records and shall be designated as the authorized repository for all proofs of claim filed in these cases and is authorized and directed to maintain official Claims Registers for each of the Debtors, to provide public access to every proof of claim unless otherwise ordered by the Court and to provide the Clerk with a certified duplicate thereof upon the request of the Clerk, who remains the official custodian of court records under 28 U.S.C. § 156(e).

5. KCC is authorized and directed to maintain an official claims register for each Debtor and provide public access to all such official claims registers.

6. KCC is authorized and directed to provide an electronic interface for filing proofs of claim and to obtain a post office box or address for the receipt of proofs of claim.

7. KCC is authorized to take all other actions necessary or advisable to comply with all duties described in the Application.

8. The Debtors are authorized to compensate KCC in accordance with the terms of the Engagement Agreement upon the receipt of reasonably detailed invoices setting forth the services provided by KCC and the rates charged for each, and to reimburse KCC for all reasonable and necessary out-of-pocket expenses it may incur, upon the presentation of appropriate documentation, without the need for KCC to file fee applications or otherwise seek Court approval for the compensation of its services and reimbursement of its expenses.

9. KCC shall maintain records of all services showing dates, categories of services, fees charged and expenses incurred, and shall serve monthly invoices on the Debtors, the office of

the United States Trustee, counsel for the Debtors, counsel for any official committee, and any party in interest that specifically requests service of its monthly invoices.

10. The parties shall meet and confer in an attempt to resolve any dispute which may arise relating to the Engagement Agreement or KCC's monthly invoices; *provided* that the parties may seek resolution of the matter from the Court if resolution is not achieved.

11. Pursuant to section 503(b)(1)(A) of the Bankruptcy Code, the fees and expenses of the Claims and Noticing Agent shall be an administrative expense of the Debtors' estates.

12. KCC may apply the retainer it is holding to its outstanding prepetition invoices, and the retainer shall be replenished to the original amount by the Debtors; thereafter, KCC may hold the retainer during the pendency of these cases as security for the payment of fees and expenses payable under the Engagement Agreement.

13. All requests by KCC for the payment of indemnification shall be made by means of an application to the Court and shall be subject to review by the Court and the United States Trustee to ensure that payment of such indemnification conforms to the terms of the Engagement Agreement and is reasonable under the circumstances of the litigation or settlement in respect of which indemnity is sought, *provided however*, that in no event shall KCC be indemnified in the case of its own bad faith, self-dealing, breach of fiduciary duty (if any), gross negligence or willful misconduct.

14. In the event that KCC seeks reimbursement from the Debtors for attorneys' fees and expenses in connection with the payment of an indemnification claim pursuant to the Engagement Agreement, the invoices and supporting time records therefor shall be included in KCC's application submitted pursuant to the preceding paragraph and determined by this Court after notice and a hearing.

15. In the event that KCC is unable to provide the services set out in this order, KCC shall immediately notify the Clerk and the Debtors' counsel and cause to have all original proofs of claim and computer information turned over to another claims and noticing agent with the advice and consent of the Clerk and Debtors' counsel.

16. The Debtors shall submit a separate retention application, pursuant to section § 327 of the Bankruptcy Code and/or any applicable law, for any work to be performed by KCC that is not specifically authorized by this Order.

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

18. KCC shall not cease to provide claims processing services hereunder for any reason, including nonpayment, without an order of the Court.

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

20. Notwithstanding Bankruptcy Rule 6004(h), this Order shall be effective and enforceable immediately upon its entry.

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

22. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

New York, New York
Dated: July 28, 2023

/S/ John P. Mastando III
HONORABLE JOHN P. MASTANDO III
UNITED STATES BANKRUPTCY JUDGE