

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

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In re:	:	Chapter 11
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ZEN JV, LLC, <i>et al.</i> , ¹	:	Case No. 25-11195 (JKS)
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Debtors.	:	(Joint Administration Requested)
	:	
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**MOTION OF DEBTORS FOR ENTRY OF INTERIM AND FINAL ORDERS
(I) AUTHORIZING DEBTORS TO (A) CONTINUE OPERATING EXISTING CASH
MANAGEMENT SYSTEM, (B) HONOR CERTAIN PREPETITION OBLIGATIONS
RELATED THERETO, (C) MAINTAIN EXISTING BUSINESS FORMS, AND
(D) CONTINUE TO PERFORM INTERCOMPANY TRANSACTIONS, (II) WAIVING
CERTAIN REQUIREMENTS UNDER SECTION 345 OF THE BANKRUPTCY CODE
AND THE U.S. TRUSTEE GUIDELINES, AND (III) GRANTING RELATED RELIEF**

Zen JV, LLC and its debtor affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “**Debtors**”), respectfully represent as follows in support of this motion (this “**Motion**”):

RELIEF REQUESTED

1. By this Motion, the Debtors seek entry of interim and final orders, substantially in the form attached hereto as **Exhibit A** (the “**Proposed Interim Order**”) and **Exhibit B** (the “**Proposed Final Order**”) and, together with the Proposed Interim Order, the “**Proposed Orders**”): (a) authorizing the Debtors to (i) continue to operate their existing cash management system, (ii) honor certain prepetition obligations related thereto, (iii) maintain their

¹ The Debtors in these cases, along with the last four digits of each debtor’s federal tax identification number (to the extent applicable), are: Zen JV, LLC (0225); Monster Worldwide LLC (6555); FastWeb, LLC; Monster Government Solutions, LLC (5762); Camaro Acquisition, LLC; CareerBuilder, LLC (6495); CareerBuilder Government Solutions, LLC (6426); Luceo Solutions, LLC (4426); CareerBuilder France Holding, LLC (9339); and Military Advantage, LLC (9508). The Debtors’ address is 200 N LaSalle Street #900, Chicago, IL 60601.

existing accounts and business forms, and (iv) continue to perform Intercompany Transactions (as defined below) in the ordinary course of business; (b) waiving certain requirements under section 345 of the Bankruptcy Code and the U.S. Trustee Guidelines (each as defined below); and (c) granting related relief.

JURISDICTION AND VENUE

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

3. The statutory and legal predicates for the relief requested herein are sections 105(a), 345, 363(b), 363(c), 364(a) and 503(b)(1) of title 11 of the United States Code (the “**Bankruptcy Code**”), Rules 6003 and 6004 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), and Rule 2015-1 of the Local Rules of the United States Bankruptcy Court for the District of Delaware (the “**Local Rules**”).

4. Pursuant to Local Rule 9013-1(f), the Debtors consent to the entry of a final order or judgment by the Court in connection with this Motion if it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution.

BACKGROUND

5. On the date hereof (the “**Petition Date**”), the Debtors commenced with the Court voluntary cases (the “**Chapter 11 Cases**”) under chapter 11 of the Bankruptcy Code. The Debtors are authorized to continue operating their business and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee, examiner, or statutory committee has been appointed in the Chapter 11 Cases.

6. Contemporaneously with the filing of this Motion, the Debtors have filed with the Court a motion requesting joint administration of the Chapter 11 Cases for procedural purposes only pursuant to Bankruptcy Rule 1015(b).

7. The factual background regarding the Debtors, including their business operations, their capital and debt structures, and the circumstances leading to the commencement of the Chapter 11 Cases, is set forth in detail in the *Declaration of Michael Suhajda, Chief Financial Officer, In Support of Chapter 11 Petitions and First Day Pleadings* (the “**First Day Declaration**”),² filed contemporaneously herewith, and is incorporated herein by reference.³

CASH MANAGEMENT SYSTEM

I. OVERVIEW OF CASH MANAGEMENT SYSTEM

8. The Debtors and their non-Debtor affiliates (the “**Non-Debtor Affiliates**” and, together with the Debtors, the “**Company**”) maintain an integrated, centralized cash management system (the “**Cash Management System**”) that is similar to those commonly employed by businesses comparable in size and scale to the Company to manage the cash flow of operating units in a cost-effective, efficient manner. The Company uses the Cash Management System in the ordinary course of business to collect, transfer, and distribute funds generated by operations, and to facilitate cash monitoring, forecasting, and reporting. A diagram depicting the Cash Management System is attached hereto as **Exhibit C**.

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in the First Day Declaration.

³ The First Day Declaration and other relevant case information is available on the following website maintained by the Debtors’ proposed claims and noticing agent, Omni Agent Solutions, Inc.: <https://omniagentsolutions.com/CareerBuilderMonster>.

9. The Company's accounting department maintains daily oversight over the Cash Management System and implements cash management controls for entering, processing, and releasing funds, including in connection with Intercompany Transactions (defined below). Additionally, the Company's treasury department tracks, on a daily basis, the Company's books and records to ensure that all transfers are accounted for properly.

10. The Cash Management System is tailored specifically to meet the Company's operating needs—enabling the Company to control and monitor corporate funds, ensure cash availability and liquidity, comply with the requirements of their financing agreements, reduce administrative expenses by facilitating the movement of funds, and enhance the development of accurate account balances. Because of the nature of the Company's business, any disruption of the Cash Management System would be materially detrimental to the Company's operations, as the Company requires prompt access to cash and accurate cash tracking.

II. DEBTOR ACCOUNTS AND FLOW OF FUNDS

11. As of the Petition Date, the Cash Management System includes 13 active bank accounts held by the Debtors (together with any other bank accounts the Debtors may open in the ordinary course of business following the Petition Date, the “**Debtor Accounts**”). The Debtor Accounts are maintained with Bank of America (“**BOA**” or the “**Debtor Bank**”). As indicated in the summary of Debtor Accounts attached hereto as **Exhibit D**⁴ and in the chart below, certain of the Debtor Accounts are subject to certain deposit account control agreements (each, a “**DACA**”). As of the Petition Date, the Debtor Accounts held approximately \$2.2 million in the aggregate.

⁴ The Debtors believe, and have undertaken reasonable efforts to ensure, that **Exhibit D** lists all of the Debtors' bank accounts. In the event that any bank account has been inadvertently omitted from **Exhibit D**, the Debtors request that the relief sought by this Motion be deemed to apply to such account.

12. As indicated in the summary of Non-Debtor Affiliate accounts attached hereto as **Exhibit E**, the Cash Management System further includes 60 additional bank accounts (the “**Non-Debtor Affiliate Accounts**”) held by the Non-Debtor Affiliates. The Cash Management System is organized in a way that manages the separate funding and needs of the Debtors and Non-Debtor Affiliates. While cash has historically been transferred from Debtor entities to the Non-Debtor Affiliates as Intercompany Transactions, the Cash Management System described herein refers only to the Debtors’ operations and the Debtor Accounts, unless otherwise stated.

13. BOA has executed a uniform depository agreement (“**Uniform Depository Agreement**”) with, and is designated as an authorized depository (“**Authorized Depository**”) by, the Office of the United States Trustee for the District of Delaware (the “**U.S. Trustee**”) pursuant to the *Operating Guidelines and Reporting Requirements for Debtors in Possession and Trustees* (the “**U.S. Trustee Guidelines**”). Additionally, the Debtor Bank is insured by the Federal Deposit Insurance Corporation (the “**FDIC**”).

14. A description of the flow of funds through the Debtor Accounts and the Professional Fees Escrow Account (defined below) is provided below.

Debtor Account	Debtor Account Description ⁵
<i>CareerBuilder Accounts⁶</i>	
<u>CB Concentration Account</u> <u>BOA (9328)</u>	CareerBuilder, LLC (“ <u>CB</u> ”) maintains a master concentration account with BOA (the “ <u>CB Concentration Account</u> ”). The CB Concentration Account sweeps funds from and to the CB Depository Account and CB Disbursement Account (defined below).

⁵ Capitalized terms used but not otherwise defined in this chart have the meanings ascribed to such terms elsewhere in this chart or the First Day Declaration, as applicable.

⁶ The CareerBuilder entities are referred to herein as “**CareerBuilder**” and the Monster entities are referred to herein as (“**Monster**”).

Debtor Account	Debtor Account Description ⁵
<u>Zen Concentration Account</u> <u>BOA (8163)</u>	Zen JV, LLC maintains a concentration account with BOA (the “ <u>Zen Concentration Account</u> ”). The Zen Concentration Account is used primarily for tax and corporate compliance disbursements, but can also accept incoming receipts for payments made to Zen JV, LLC.
<u>CB Disbursement Account</u> <u>BOA (0084)</u>	<p>CB maintains a disbursement account with BOA (the “<u>CB Disbursement Account</u>”). The CB Disbursement Account is primarily used to make disbursements for payroll, accounts payable, and taxes, and to certain Affiliated Non-Debtors (including CareerBuilder Canada Co, CareerBuilder Information Technology (Shanghai) Co., Ltd, CareerBuilder.com India Private Limited, and CareerBuilder International Holdings B.V.).</p> <p>Funds in the CB Disbursement Account flow with the CB Concentration Account via ZBA.</p>
<u>CB Depository Account</u> <u>BOA (5487)</u>	<p>CB maintains a depository account with BOA (the “<u>CB Depository Account</u>”). The CB Depository Account has an associated lockbox that receives payments primarily from customers and tax authorities. It can accept payments made to parent entities. The CB Depository Account also accepts payments from all entities reflected in the schematic, including CB, Camaro Acquisition LLC, Camaro Holdings LLC, Camaro Parent LLC, AP Special Sits Camaro Holdings LLC, Zen JV, LLC, and CB Government Solutions, LLC.</p> <p>Funds received in the CB Depository Account are automatically transferred to the CB Concentration Account via ZBA.</p>
<u>CB Government Account</u> <u>BOA (7854)</u>	CareerBuilder Government Solutions, LLC maintains a depository account with BOA (the “ <u>CB Government Account</u> ”). The CB Government Account primarily receives payments from customers and settles funds to CB LLC who pays payroll and vendors on its behalf.
<u>CB LOC Account</u> <u>BOA (4558)</u>	CB maintains a letter of credit holding account with BOA (the “ <u>CB LOC Account</u> ”). The CB LOC Account is responsible for holding cash, which Dell Financial Services LLC, as third-party beneficiary, has the right to draw upon in the event that the Company fails to meet its financial obligations. As of the Petition Date, there is approximately \$300,000 in the CB LOC Account. BOA is the guarantor.
<u>Camaro Account</u> <u>BOA (5857)</u>	Camaro Acquisition LLC maintains a depository account with BOA (the “ <u>Camaro Account</u> ”). The Camaro Account receives tax refunds and disburses funds for tax and corporate compliance payments.

Debtor Account	Debtor Account Description ⁵
<i>Monster Worldwide Accounts</i>	
<u>Monster Concentration Account</u> <u>BOA (4923)</u>	<p>Monster Worldwide LLC (“Monster”) maintains a master concentration account with BOA (the “Monster Concentration Account” and, together with the CB Concentration Account and Zen Concentration Account, the “Concentration Accounts”).</p> <p>Funds in the Monster Concentration Account flow via ZBA with the Monster AP and Tax Disbursement Account and the Monster Payroll Disbursement Account. The Monster Concentration account is also used for non-check disbursements.</p>
<u>Monster AP and Tax Disbursement Account (4824)</u>	<p>Monster maintains a disbursement account with BOA that is used primarily to make accounts payable and taxes payments by check (the “Monster AP and Tax Disbursement Account”). Funds in the Monster AP and Tax Disbursement Account flow via ZBA with the Monster Concentration Account.</p>
<u>Monster Payroll Disbursement Account</u> <u>BOA (4829)</u>	<p>Monster maintains a disbursement account with BOA that is used primarily to make payments on account of the Company’s payroll obligations (the “Monster Payroll Disbursement Account”). Funds in the Monster Payroll Disbursement Account flow with the Monster Concentration Account via ZBA.</p>
<u>Monster Merchant Depository Account</u> <u>BOA (2553)</u>	<p>Monster maintains a depository account with BOA that receives payments from the Company’s merchants (the “Monster Merchant Depository Account”). Funds in the Monster Merchant Depository Account flow with the Monster Main Depository Account via ZBA.</p>
<u>Monster Customer Payments Depository Account</u> <u>BOA (2545)</u>	<p>Monster maintains a depository account with BOA that receives payments from the Company’s customers via credit card and Paypal (the “Monster Customer Payments Depository Account”). Funds in the Monster Customer Payments Depository Account flow with the Monster Main Depository Account via ZBA.</p>
<u>Monster Main Depository Account</u> <u>BOA 6625)</u>	<p>Monster maintains a depository account with BOA that receives (i) customer invoice payments via wire, and ACH and customer check payments (the “Monster Main Depository Account” and, together with the Monster Merchant Depository Account and Monster Customer Payments Depository Account, the “Monster Depository Accounts”). Funds in the Monster Main Depository Account also flow by ZBA with the Monster Merchant Depository Account and the Monster Customer Payments Depository Account.</p>

Debtor Account	Debtor Account Description ⁵
<i>Other</i>	
<u>Professional Fees Escrow Account</u>	As described in the motion to approve the Debtors' postpetition financing, the Debtors will maintain a segregated account that the Debtors propose will hold the professional escrow amounts that will accrue during the pendency of the chapter 11 cases (the " <u>Professional Escrow Account</u> ").

15. As described in further detail below, the Cash Management System generally facilitates five principle cash management functions: (a) cash collection; (b) cash concentration; (c) disbursements to fund the Company's operations; (d) cash transfers among the Debtors and among the Debtors and certain Non-Debtor Affiliates; and (e) use of corporate purchasing cards.

A. Cash Collection

16. The Debtors' revenues and expected future revenues are primarily generated through their websites, "job board" businesses and human capital management software services. The Debtors' customers pay for access to (i) www.military.com and www.fastweb.com, which connects them with vital resources, (ii) access to a scholarship database, (iii) human capital management software services, and (iv) access to a global talent marketplace. The Debtors' revenues are also derived from advertising on their websites.

17. The Debtors are primarily paid via check, wire, ACH, credit card, merchant services, which are deposited into the CB Depository Account and Zen Concentration Account and Monster Depository Accounts.

B. Cash Concentration

18. As described in detail above, funds in each of the various collections accounts are generally concentrated, through direct or indirect transfers, in the Concentration Accounts. From those accounts, the Debtors (a) use funds to make cash disbursements necessary to run their

business, including payments to third parties, and (b) use funds to make Intercompany Transactions.

C. Cash Disbursements

19. Funds in the Concentration Accounts are used by the Debtors to directly or indirectly satisfy various financial obligations arising in the ordinary course of business. In particular, funds in this account are disbursed via wire transfer, check, direct debit, or ACH, as applicable, to satisfy vendor, employee or third-party obligations, tax and corporate compliance obligations, and payroll obligations. Funds in the Concentration Accounts are also transferred manually to other Debtor Accounts as needed in the ordinary course of business.

D. Intercompany Transactions

20. As described in greater detail in the First Day Declaration, the Debtors operate within a global enterprise comprised of 10 affiliated Debtor entities and 26 Non-Debtor Affiliates. Thus, the Debtors engage in intercompany financial transactions with each other and with Non-Debtor affiliates in the ordinary course of business (the “**Intercompany Transactions**”). The Intercompany Transactions cover a number of different categories, including, for example, payment of payroll, administrative expenses, taxes, and other corporate compliance payments.

21. Between the Debtors, Intercompany Transactions cover the funding of administrative expenses (*i.e.* taxes, corporate compliance payments), and also cover liquidity needs and shared service payments.

22. Between the Debtors and their Non-Debtor Affiliates, the Intercompany Transactions are dependent on the Non-Debtor Affiliate. For example, CareerBuilder, LLC regularly funds payroll and expenses for the Non-Debtor Affiliates in the ordinary course of business, whereas Monster Worldwide LLC only funds certain of its Non-Debtor affiliates’ payroll and expenses on an as-needed basis in the ordinary course of business. Each of these functions are

integral to the Company's operations as a global enterprise and the Debtors' ability to maximize the value of their assets for the benefit of their estates. The Debtors estimate that a maximum amount of \$3,500,000 potentially may be transferred from the Debtors to the Non-Debtor Affiliates during the first 30 days of the Chapter 11 Cases, in the Debtors' discretion (subject to Court approval), for purposes of maximizing the value of their assets.

23. As a result of the Intercompany Transactions, there are numerous intercompany receipts and payments made in the ordinary course of the Debtors' business (the "**Intercompany Claims**"). With the help of the Cash Management System (using the Company's enterprise resource planning system to track intercompany trade claims), the Debtors are able to track and account for each Intercompany Transaction and the resulting Intercompany Claim, including transactions with and claims of Non-Debtor Affiliates.

24. The Intercompany Transactions ensure the smooth functioning and operation of the Debtors' businesses and are administratively beneficial to the Debtors' operations, including by facilitating the operations of Non-Debtor Affiliates. Without them, the Debtors could lose valuable services and their operations could grind to a halt, stifling the Debtors' sale efforts. For these reasons, as more fully described below, the Debtors seek the authority to allow the Debtors and any Non-Debtor Affiliates to continue the Intercompany Transactions and settling of Intercompany Claims via the Cash Management System in the ordinary course and consistent with prepetition practices.

E. Corporate Purchasing Cards

25. As part of the Cash Management System, CareerBuilder utilizes a corporate purchasing card (the "**Purchase Card**", and CareerBuilder's program related to such cards, the "**Purchase Card Program**") issued by American Express ("**AMEX**"). The Purchase Card is

primarily used to make payments to vendors that do not submit invoices (primarily information technology, taxes, and utilities vendors).

26. On average, CareerBuilder pays AMEX approximately \$25,000 per month on account of the Purchase Card. It is important for CareerBuilder to continue honoring obligations on account of the Purchase Card because certain of CareerBuilder's key vendors are paid through the Purchase Card Program.

27. As of the Petition Date, the Debtors estimate that CareerBuilder owes approximately \$25,000 on account of the Purchase Card. The Debtors seek authority to pay any prepetition amounts outstanding with respect to the Purchase Card and to continue the Purchase Card Program subject to any terms and conditions thereof, on a postpetition basis consistent with their past practices.

III. DEBTORS' EXISTING BUSINESS FORMS

28. The Debtors may use a variety of preprinted business forms, including checks, letterhead, correspondence forms, invoices, purchase orders, and other business forms in the ordinary course of business (collectively, the "**Business Forms**"). The Debtors also maintain books and records to document their financial results and a wide array of necessary operating information, including their profits and expenses. To avoid distraction and unnecessary expense to their estates, the Debtors request authorization to continue using all of the Business Forms and the books and records in use immediately before the Petition Date (and as may be amended or modified in the ordinary course from time to time), including with respect to the Debtors' ability to update authorized signatories and services, as needed—without reference to the Debtors' status as chapter 11 debtors in possession—rather than requiring the Debtors to incur the expense and delay of ordering new Business Forms and creating new books and records.

29. The Debtors submit that, when the Debtors generate checks during the pendency of the Chapter 11 Cases, such checks will include a legend referring to the Debtors as “Debtor in Possession.” The Debtors also seek authority to use all other Business Forms (including, without limitation, letterhead, purchase orders, and invoices) without reference to the Debtors’ status as debtors in possession.

IV. CASH MANAGEMENT FEES

30. The Debtors incur periodic service charges and other fees in connection with the maintenance of the Cash Management System (the “**Cash Management Fees**”), which average approximately \$20,000 per month, taken mid-month and applied to the prior months fees owing. The Debtors estimate that they owe outstanding Cash Management Fees totaling approximately \$36,500 as of the Petition Date, the entirety of which will become due and payable within the first 30 days following the Petition Date. To minimize disruption to the Cash Management System, the Debtors seek authority to pay any such due and owing Cash Management Fees, including prepetition Cash Management Fees, in the ordinary course on a postpetition basis, consistent with past practices.

BASIS FOR RELIEF REQUESTED

I. AUTHORIZING CONTINUED USE OF THE CASH MANAGEMENT SYSTEM IS ESSENTIAL TO MAXIMIZING THE VALUE OF THE DEBTORS’ ESTATES

31. The U.S. Trustee Guidelines require debtors in possession to, among other things: (a) close all existing bank accounts and open new debtor-in-possession bank accounts; (b) establish one debtor-in-possession account for all estate monies required for payment of taxes, including payroll taxes; (c) physically set aside all monies required by law to be withheld from employees or collected from others for taxes; (d) open a new set of books and records as of the commencement date of the case; (e) use new business forms indicating the debtor-in-possession status of a chapter

11 debtor; and (f) make all disbursements of estate funds by check with a notation representing the reason for the disbursement. These requirements are intended to provide a clear line of demarcation between prepetition and postpetition transactions and operations, and to prevent inadvertent payment of prepetition claims .

32. The continuation of the Cash Management System is nevertheless permitted pursuant to section 363(c)(1) of the Bankruptcy Code, which authorizes a debtor in possession to “use property of the estate in the ordinary course of business without notice or a hearing.” 11 U.S.C. § 363(c)(1). Bankruptcy courts routinely treat requests for authority to continue utilizing existing cash management systems as a relatively “simple matter.” *In re Baldwin-United Corp.*, 79 B.R. 321, 327 (Bankr. S.D. Ohio 1987). Additionally, in granting such relief, courts have recognized that an integrated cash management system “allows efficient utilization of cash resources and recognizes the impracticalities of maintaining separate cash accounts for the many different purposes that require cash.” *In re Columbia Gas Sys., Inc.*, 136 B.R. 930, 934 (Bankr. D. Del. 1992), *aff’d in relevant part*, 997 F.2d 1039, 1061 (3d Cir. 1993). The United States Court of Appeals for the Third Circuit has agreed, emphasizing that requiring a debtor to maintain separate accounts “would be a huge administrative burden and economically inefficient.” *Columbia Gas*, 997 F.2d at 1061; *see also In re Southmark Corp.*, 49 F.3d 1111, 1114 (5th Cir. 1995) (stating that a cash management system allows a debtor “to administer more efficiently and effectively its financial operations and assets”). Moreover, section 364(a) of the Bankruptcy Code authorizes a debtor in possession to obtain unsecured credit and incur unsecured debt in the ordinary course of business without notice and a hearing. *See* 11 U.S.C. § 364(a).

33. Here, requiring the Debtors to adopt a new, segmented cash management system during the Chapter 11 Cases would be expensive, burdensome, and unnecessarily disruptive to the

Debtors' operations at a critical juncture in the Chapter 11 Cases. Importantly, the Cash Management System provides the Debtors with the ability to quickly create status reports on the location and amount of funds, which, in turn, allows management to track and control such funds, ensure cash availability, and reduce administrative costs through a centralized method of coordinating the collection and movement of funds. Any disruption of the Cash Management System could have a negative effect on the Chapter 11 Cases. Opening new accounts would be time-consuming and complicated, could increase operating costs, and the delays that could result from opening new accounts and revising cash management procedures would negatively impact the Debtors' ability to operate their business while pursuing these arrangements. Further, the Debtors would be subject to significant administrative burden and expense given that they would need to execute new signatory cards and depository agreements, and create an entirely new manual system for issuing checks and paying postpetition obligations, all as would be required by the U.S. Trustee Guidelines.

34. Accordingly, the Debtors respectfully request that the Court authorize the continued use of the existing Cash Management System and Debtor Accounts to facilitate the Debtors' orderly transition into chapter 11.

II. THE DEBTOR BANK SHOULD BE AUTHORIZED TO MAINTAIN, SERVICE, AND ADMINISTER THE DEBTOR ACCOUNTS IN THE ORDINARY COURSE OF BUSINESS

35. The Debtors respectfully request that the Court authorize the Debtor Bank to continue to maintain, service, and administer the Debtor Accounts without interruption and in the ordinary course of business. The Debtors further request that the Debtor Bank be authorized and directed to receive, process, honor, and pay any and all checks and other instructions, and drafts payable through, or drawn or directed on the Debtor Accounts after the Petition Date by holders, makers, or other parties entitled to issue instructions with respect thereto.

36. The Debtors further respectfully request that the Court authorize the Debtor Bank, when requested by the Debtors, to receive, process, honor, and pay any and all checks, wire transfer, credit card, and other instructions, and drafts payable through, or drawn or directed on, such Debtor Accounts after the Petition Date by holders, makers, or other parties entitled to issue instructions with respect thereto, irrespective of whether such checks, drafts, wires, or credit card payments are dated before or after the Petition Date, provided that sufficient funds are on deposit and standing in the Debtors' credit in the applicable Debtor Accounts to cover such payments. The Debtors also respectfully request that, to the extent a Debtor Bank honors a prepetition check or other item drawn on any Debtor Account at the direction of the Debtors, in a good faith belief that the Court has authorized such prepetition check or item to be honored, or as the result of a mistake made despite implementation of reasonable item handling procedures, such Debtor Bank will not be deemed to be liable to the Debtors, their estates, or any other party on account of such prepetition check or other item honored postpetition. Such relief is reasonable and appropriate because the Debtor Bank is not in a position to independently verify or audit whether the Debtors may pay a particular item in accordance with a Court order or otherwise.

37. Finally, the Debtors respectfully request that the Court authorize the Debtors to continue to pay any obligations incurred in connection with the Debtor Accounts and further authorize the Debtor Bank to chargeback returned items to the Debtor Accounts, whether such items are dated before, on, or after the Petition Date, in the ordinary course of business. The Debtors further request that the Court order that any liens on any of the Debtor Accounts granted to creditors will not have priority over any obligations incurred in connection with the Debtor Accounts that become due and owing to the Debtor Bank at which the Debtor Account is located, if any.

38. The Debtors respectfully submit that parties in interest will not be harmed by the Debtors' maintenance of the Cash Management System, including maintenance of the Debtor Accounts, because the Debtors have implemented appropriate mechanisms to ensure that unauthorized payments will not be made on account of prepetition obligations. Specifically, with the assistance of their advisors, the Debtors have implemented internal control procedures that prohibit payments on account of prepetition debts without the prior approval of the Debtors' accounting department. The Debtors will continue to work closely with the Debtor Bank to ensure that appropriate procedures are in place to prevent checks that were issued prepetition from being honored without the Court's approval. In light of such protective measures, the Debtors submit that maintaining the Cash Management System is in the best interests of their estates and creditors.

III. THE COURT SHOULD AUTHORIZE THE DEBTORS TO CONTINUE THE CORPORATE CARD PROGRAMS AND PAY ANY PREPETITION AMOUNTS RELATED THERETO

39. As part of the Cash Management System, the Debtors request authority to continue the Purchase Card Program in the ordinary course of business, as well as pay any prepetition amounts related thereto. The Purchase Card Program is used to pay the Debtors' vendors.

40. Section 363(b) of the Bankruptcy Code permits a debtor, subject to court approval, to pay prepetition obligations where a sound business purpose exists for doing so. See *In re Ionosphere Clubs*, 98 B.R. 174, 175 (Bankr. S.D.N.Y. 1989) (noting that section 363(b) of the Bankruptcy Code provides "broad flexibility" to authorize a debtor to honor prepetition claims where supported by an appropriate business justification). In addition, under section 1107(a) of the Bankruptcy Code, a debtor in possession has, among other things, the "implied duty of the debtor-in-possession to 'protect and preserve the estate, including an operating business' going-concern value." *In re CEI Roofing, Inc.*, 315 B.R. 50, 59 (Bankr. N.D. Tex. 2004) (quoting *In re CoServ, L.L.C.*, 273 B.R. 487, 497 (Bankr. N.D. Tex. 2002)); see also *In re Equalnet Commc'ns Corp.*,

258 B.R. 368, 369 (Bankr. S.D. Tex. 2000) (noting that courts authorize debtors to pay, outside of a plan, prepetition claims from “business transactions which are at once individually minute but collectively immense and critical to the survival of the business of the debtor.”).

41. Additionally, under section 105(a) of the Bankruptcy Code, “the Court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of the Bankruptcy Code.” 11 U.S.C. § 105(a); *In re CoServ*, 273 B.R. at 497 (finding that sections 105 and 1107 of the Bankruptcy Code provide the authority for a debtor in possession to pay prepetition claims); *In re Mirant Corp.*, 296 B.R. 427, 429 (Bankr. N.D. Tex. 2003) (noting that non-payment of prepetition claims may seriously damage a debtor’s business).

42. Section 363(c)(1) of the Bankruptcy Code also authorizes the debtor in possession to “use property of the estate in the ordinary course of business without notice or a hearing.” 11 U.S.C. § 363(c)(1). The Debtors engage in the Purchase Card Programs on a regular basis, such that payment of the Purchase Cards are ordinary course transactions within the meaning of section 363(c)(1) of the Bankruptcy Code and do not require court approval. However, the Debtors are seeking this relief out of an abundance of caution.

43. The Purchase Card Program provides the Debtors with a streamlined system for making vendor payments and contribute to the efficiency of the Debtors’ business operations. If the Purchase Card Program was discontinued, payments to vendors may be delayed or disrupted, and the overall operation of the Debtors’ business would suffer. Therefore, the Debtors request that the Court authorize the Debtors to continue the Purchase Card Programs in the ordinary course of business, subject to the terms and conditions thereof, as applicable.

IV. MAINTENANCE OF EXISTING BUSINESS FORMS IS WARRANTED

44. The U.S. Trustee Guidelines, among other things, require debtors in possession to obtain checks that bear the designation “Debtor in Possession” and reference the bankruptcy case

number and type of account on such checks. To avoid disruption of the Cash Management System and unnecessary expense, the Debtors request that they be authorized to continue using their existing Business Forms, substantially in the form existing immediately before the Petition Date, without reference to their status as debtors in possession. In accordance with Local Rule 2015-1(a), once the Debtors have exhausted their existing supply of checks, the Debtors will reorder or generate checks with the designation “Debtor in Possession” and the corresponding bankruptcy case number printed on all such checks. Additionally, where the Debtors have the ability to print their own check stock, within fifteen (15) days of entry of the Proposed Interim Order, the Debtors will cause any electronically produced checks to reflect the designation “Debtors in Possession” or “DIP” and the case number. The Debtors submit that parties in interest will not be prejudiced if the Debtors are authorized to continue to use their Business Forms in substantially the forms existing immediately before the Petition Date. Such parties will undoubtedly be aware of the Debtors’ status as debtors in possession and, thus, changing Business Forms is unnecessary and would be unduly burdensome.

V. CAUSE EXISTS TO WAIVE CERTAIN DEPOSIT REQUIREMENTS UNDER THE U.S. TRUSTEE GUIDELINES AND SECTION 345(b) OF THE BANKRUPTCY CODE

45. To the extent the Cash Management System does not strictly comply with the U.S. Trustee Guidelines and section 345 of the Bankruptcy Code, the Debtors seek a waiver of the deposit requirements set forth therein. Section 345 of the Bankruptcy Code governs a debtor’s deposit and investment of cash during a chapter 11 case and authorizes deposits or investments of money as “will yield the maximum reasonable net return on such money, taking into account the safety of such deposit or investment.” 11 U.S.C. § 345(a). For deposits or investments that are not “insured or guaranteed by the United States or by a department, agency, or instrumentality of the United States or backed by the full faith and credit of the United States,” section 345(b) requires

the estate to obtain from the entity with which the money is deposited or invested a bond in favor of the United States and secured by the undertaking of an adequate corporate surety, unless the court orders for “cause” otherwise. 11 U.S.C. § 345(b). In addition, the U.S. Trustee Guidelines require, among other things, chapter 11 debtors to deposit all estate funds in an account with an Authorized Depository that agrees to comply with the U.S. Trustee’s requirements.

46. Courts may waive compliance with section 345(b) of the Bankruptcy Code and the U.S. Trustee Guidelines for “cause.” In evaluating whether “cause” exists, courts have considered a number of factors, such as: (a) the sophistication of the debtor’s business; (b) the size of the debtor’s business operations; (c) the amount of the investments involved; (d) the bank rating (Moody’s and Standard & Poor) of the financial institution where the debtor in possession funds are held; (e) the complexity of the case; (f) the safeguards in place within the debtor’s own business for ensuring the safety of the funds; (g) the debtor’s ability to reorganize in the face of a failure of one or more of the financial institutions; (h) the benefit to the debtor; (i) the harm, if any, to the estate; and (j) the reasonableness of the debtor’s request for relief from section 345(b) requirements in light of the overall circumstances of the case. *See In re Serv. Merch. Co., Inc.*, 240 B.R. 894, 896 (Bankr. M.D. Tenn. 1999).

47. The Debtors submit that causes exists to waive the requirements of section 345(b) of the Bankruptcy Code because the Debtors are sophisticated entities with a complex Cash Management System that relies on the Debtor Accounts on a daily basis. The Debtor Accounts are held at stable financial institutions that are insured by the FDIC and, thus, the Debtors’ funds in those accounts are safe (up to applicable FDIC limits). Furthermore, in light of the regular deposits to, and disbursements from, the various Debtor Accounts, it would be especially disruptive, unnecessary, and wasteful to require the posting of a bond to the extent that the balance

of the Debtor Accounts exceed the applicable FDIC insurance limits at a given time. In addition, all of the Debtor Accounts are with institutions that are Authorized Depositories under the U.S. Trustee Guidelines.

48. Accordingly, the Debtors submit that cause exists to waive the requirements of section 345(b) of the Bankruptcy Code and the U.S. Trustee Guidelines to the extent such requirements are inconsistent with the Debtors' current deposit practices.

VI. PAYMENT OF THE CASH MANAGEMENT FEES WILL FACILITATE AN ORDERLY TRANSITION INTO CHAPTER 11 AND BENEFIT THE DEBTORS' ESTATES

49. The Debtors pay approximately \$20,000 per month in Cash Management Fees. Payment of the Cash Management Fees is in the best interests of the Debtors and parties in interest in the Chapter 11 Cases because it will prevent disruption to the Cash Management System. Further, because the Debtor Bank likely has setoff rights for certain of the Cash Management Fees, payment of prepetition Cash Management Fees is appropriate and should not alter the rights of unsecured creditors in the Chapter 11 Cases. Accordingly, by this Motion, the Debtors seek authority to pay any outstanding prepetition Cash Management Fees to maintain the Cash Management System, and to continue making payments on account of Cash Management Fees postpetition.

VII. DEBTORS SHOULD BE AUTHORIZED TO CONTINUE INTERCOMPANY TRANSACTIONS AND CERTAIN INTERCOMPANY TRANSFERS SHOULD BE GRANTED ADMINISTRATIVE PRIORITY STATUS

50. As stated above, the Debtors routinely engaged in Intercompany Transactions before the Petition Date. Intercompany Transactions are entered into in the ordinary course and as part of the Cash Management System. Because the Debtors engage in Intercompany Transactions on a regular basis and such transactions are common among enterprises similar to the Company, the Debtors believe the Intercompany Transactions are ordinary course transactions

within the meaning of section 363(c)(1) of the Bankruptcy Code and, thus, do not require the Court's approval. Nonetheless, out of an abundance of caution, the Debtors are seeking express authority to engage in such transactions on a postpetition basis. The continued performance of the ordinary course Intercompany Transactions are integral to ensuring the Debtors' ability to operate their business.

51. The Debtors record all payments, including Intercompany Transactions, in their accounting system and will continue to maintain records of such Intercompany Transactions postpetition. If the Intercompany Transactions were to be discontinued, certain of the Debtors would be unable to satisfy their obligations, including the payment of certain taxes. The Debtors respectfully request the authority to continue conducting the Intercompany Transactions in the ordinary course of business without the need for further Court order.

52. To ensure each individual Debtor will not permanently fund the operations of any affiliate, the Debtors respectfully request that all postpetition payments between or among a Debtor and another Debtor, or by a Debtor on behalf of another Debtor, be accorded administrative expense status, and that the Debtors be authorized to set off such transfers through the Cash Management System in the ordinary course and in compliance with past practices. This relief will ensure that each entity receiving payments from a Debtor will continue to bear ultimate repayment responsibility for its ordinary course Intercompany Transactions, reducing the risk that these transactions would jeopardize the recoveries available to each Debtor's respective creditors.

53. Further, the Debtors respectfully request that authority to continue all Intercompany Transfers from the Debtors to the Non-Debtor Affiliates (which includes the ability to fund payroll for the Non-Debtor Affiliates and satisfy sales, taxes and corporate compliance obligations) is critical to the operation of the Company's enterprise and thus the value of the Debtors' assets.

**BANKRUPTCY RULE 6003 HAS BEEN SATISFIED
AND BANKRUPTCY RULE 6004 SHOULD BE WAIVED**

54. Certain aspects of the relief requested herein may, if granted, be subject to Bankruptcy Rule 6003, which governs the availability of certain types of relief within 21 days after the Petition Date. Pursuant to Bankruptcy Rule 6003, a court may grant such relief if it is necessary to avoid immediate and irreparable harm. The Debtors submit that the facts set forth herein and in the First Day Declaration demonstrate that the relief requested is necessary to avoid immediate and irreparable harm to the Debtors and, thus, Bankruptcy Rule 6003 has been satisfied.

55. Additionally, to the extent that any aspect of the relief sought herein constitutes a use of property under section 363(b) of the Bankruptcy Code, the Debtors seek a waiver of the notice requirements under Bankruptcy Rule 6004(a), to the extent not satisfied, and of the 14-day stay under Bankruptcy Rule 6004(h). As described above, the relief that the Debtors seek in this Motion is immediately necessary in order for the Debtors to be able to continue to operate their business and preserve the value of their estates. Accordingly, the Debtors submit that the requested waiver of the notice requirements of Bankruptcy Rule 6004(a) and of the 14-day stay imposed by Bankruptcy Rule 6004(h) is appropriate.

RESERVATION OF RIGHTS

56. Nothing contained herein is or should be construed as: (a) an admission as to the validity of any claim against the Debtors or the existence of any lien against the Debtors' property; (b) a waiver of the Debtors' rights to dispute any claim or lien on any grounds; (c) a promise to pay any claim; (d) an implication or admission that any particular claim would constitute an allowed claim; (e) an assumption or rejection of any executory contract or unexpired lease pursuant to section 365 of the Bankruptcy Code; or (f) a limitation on the Debtors' rights under section 365 of the Bankruptcy Code to assume or reject any executory contract with any party

subject to the Proposed Orders once entered. Nothing contained in the Proposed Orders will be deemed to create, enhance the status of, increase, reclassify, elevate to an administrative expense status, or otherwise affect any claim to the extent it is not paid.

57. Nothing in the Proposed Orders or this Motion shall be construed to (a) create or perfect, in favor of any person or entity, any interest in cash of any Debtor that did not exist as of the Petition Date or (b) alter or impair any security interest or perfection thereof, in favor of any person or entity, that existed as of the Petition Date.

NOTICE

58. Notice of this Motion will be provided to (i) the Office of the United States Trustee for the District of Delaware; (ii) the holders of the 30 largest unsecured claims against the Debtors; (iii) Paul Hastings LLP, as counsel to the DIP Lender; (iv) Seward & Kissel LLP, as counsel to the Prepetition Term Loan Agent; (v) Jones Day, as counsel to the Prepetition Noteholder; (iv) the United States Attorney's Office for the District of Delaware; (vii) the Debtor Bank; (viii) the Internal Revenue Service; (ix) the state attorneys general for states in which the Debtors conduct business; and (x) any party that has requested notice pursuant to Bankruptcy Rule 2002. As this Motion is seeking "first day" relief, the Debtors will serve copies of this Motion and any order entered in respect of this Motion as required by Local Rule 9013 1(m). The Debtors submit that, under the circumstances, no other or further notice is required.

[Remainder of page left intentionally blank]

WHEREFORE the Debtors respectfully request entry of the Proposed Orders granting the relief requested herein and such other and further relief as the Court may deem just and appropriate.

Dated: June 25, 2025
Wilmington, Delaware

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/s/ Huiqi Liu

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Proposed Co-Counsel for Debtors and Debtors in Possession

EXHIBIT A

Proposed Interim Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

	X	
	:	
In re:	:	Chapter 11
	:	
ZEN JV, LLC, <i>et al.</i> , ¹	:	Case No. 25-11195 (JKS)
	:	
Debtors.	:	(Jointly Administered)
	:	
	:	
	:	Re: Docket No.
	X	

**INTERIM ORDER (I) AUTHORIZING DEBTORS TO (A) CONTINUE
OPERATING EXISTING CASH MANAGEMENT SYSTEM, (B) HONOR
CERTAIN PREPETITION OBLIGATIONS RELATED THERETO,
(C) MAINTAIN EXISTING BUSINESS FORMS, AND (D) CONTINUE
TO PERFORM INTERCOMPANY TRANSACTIONS, (II) WAIVING CERTAIN
REQUIREMENTS UNDER SECTION 345 OF THE BANKRUPTCY CODE AND
THE U.S. TRUSTEE GUIDELINES AND (III) GRANTING RELATED RELIEF**

Upon the motion (the “**Motion**”)² of the above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) for entry of orders (a) authorizing the Debtors to (i) continue to operate their existing cash management system, (ii) honor certain prepetition obligations related thereto, (iii) maintain their existing accounts and business forms, and (iv) continue to perform Intercompany Transactions in the ordinary course of business; (b) waiving certain requirements under section 345 of the Bankruptcy Code and the U.S. Trustee Guidelines; and (c) granting related relief, all as more fully set forth in the Motion; and this Court having reviewed the Motion and the First Day Declaration; and this Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order*

¹ The Debtors in these cases, along with the last four digits of each debtor’s federal tax identification number (to the extent applicable), are: Zen JV, LLC (0225); Monster Worldwide LLC (6555); FastWeb, LLC; Monster Government Solutions, LLC (5762); Camaro Acquisition, LLC; CareerBuilder, LLC (6495); CareerBuilder Government Solutions, LLC (6426); Luceo Solutions, LLC (4426); CareerBuilder France Holding, LLC (9339); and Military Advantage, LLC (9508). The Debtors’ address is 200 N LaSalle Street #900, Chicago, IL 60601.

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

of Reference from the United States District Court for the District of Delaware, dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary, except as set forth in the Motion with respect to entry of this Interim Order and notice of the Final Hearing (as defined below); and upon the record herein; and after due deliberation thereon; and this Court having determined that there is good and sufficient cause for the relief granted in this Interim Order, therefore, it is hereby

ORDERED, ADJUDGED, AND DECREED THAT:

1. The Motion is granted on an interim basis, as set forth herein.
2. All objections to the entry of this Interim Order, to the extent not withdrawn or settled, are overruled.
3. The Debtors are authorized, but not directed, pursuant to sections 363(c) and 105(a) of the Bankruptcy Code, to (a) continue to manage their cash pursuant to the Cash Management System maintained by the Debtors before the Petition Date, (b) collect, concentrate, and disburse cash in accordance with the Cash Management System, including through Intercompany Transactions and the Purchase Card Program, and (c) to make ordinary course changes to the Cash Management System.
4. The Debtors are authorized, but not directed, to pay outstanding prepetition obligations under the Purchase Card Program in an amount not to exceed \$25,000 on an interim basis.

5. Subject to paragraph 9 of this Interim Order, the Debtors are authorized, but not directed, to continue using, in their present form (or as subsequently amended in accordance with this Interim Order), the Business Forms, as well as checks and other documents related to the Debtor Accounts existing immediately before the Petition Date.

6. The Debtor Bank at which the Debtors maintain their accounts relating to the payment of the obligations described in the Motion is authorized to, when requested by the Debtors, (a) receive, process, honor, and pay all checks presented for payment and to honor all fund transfer requests made by the Debtors related thereto, to the extent that sufficient funds are on deposit in those accounts, and (b) accept and rely on all representations made by the Debtors with respect to which checks, drafts, wires, or ACH transfers should be honored or dishonored in accordance with this or any other order of this Court, whether such checks, drafts, wires, or transfers are dated before, on, or after the Petition Date, without any duty to inquire otherwise. The Debtor Bank shall not have any liability to any party for relying on such representations by the Debtors as provided for in this Interim Order.

7. The Debtors shall maintain accurate and detailed records of all transfers within the Cash Management System so that all postpetition transfers and transactions, including Intercompany Transactions, are adequately and promptly documented in their books and records, and all transfers and transactions may be readily ascertained, traced and distinguished between prepetition and postpetition transactions.

8. The Debtors are further authorized to: (a) designate, maintain, and continue to use any or all of the existing Debtor Accounts in the names and with the account numbers existing immediately before the Petition Date, and to the extent such Debtor Accounts do not comply with the applicable requirements under the U.S. Trustee Guidelines or otherwise, such requirements

under the U.S. Trustee Guidelines or otherwise are waived; (b) deposit funds in and withdraw funds from such accounts by all usual means, including, without limitation, checks, wire transfers, ACH transfers, and other debits; (c) pay any Cash Management Fees or other charges associated with the Debtor Accounts, whether arising before or after the Petition Date, consistent with the Debtors' historical practice, in an amount not to exceed \$36,500 for prepetition amounts; (d) perform their obligations under the documents and agreements governing the Debtor Accounts; and (e) treat their prepetition Debtor Accounts for all purposes as debtor in possession accounts.

9. The Debtors are authorized to open new accounts; *provided*, that all accounts opened by any of the Debtors on or after the Petition Date at any financial services provider shall, for purposes of this Interim Order, be deemed a Debtor Account as if it had been listed on **Exhibit D** to the Motion; *provided, further*, that notice of such opening shall be provided within 15 days to the U.S. Trustee and counsel to any statutory committee appointed in the Chapter 11 Cases; *provided, further*, that the Debtors shall open any new Debtor Account at a bank that has executed a Uniform Depository Agreement with the U.S. Trustee, or at such bank that is willing to immediately execute such agreement.

10. The Debtor Bank is authorized to accept and rely upon, without further inquiry, all representations from the Debtors as to which checks, drafts, wires, or ACH transfers are dated before, on, or after the Petition Date and which checks are to be honored or dishonored, regardless of whether or not such payment or honoring is or is not authorized by an order of this Court. The Debtor Bank shall not incur, and the Debtor Bank is hereby released from, any liability for relying upon any Debtor's instruction as to which checks, drafts, wires, or ACH transfers should be honored or dishonored or for such Debtor Bank's inadvertence in honoring any check, draft, wire, or ACH transfer at variance from the Debtors' instructions unless such inadvertence constituted

gross negligence or willful misconduct on the part of such Debtor Bank. Each Debtor shall promptly provide a list of checks to the Debtor Bank for each Debtor Account maintained at such Debtor Bank specifying, by check sequencing number, dollar amount, date of issue, and payee information, those checks that are to be dishonored by such Debtor Bank, which checks may include those issued after the Petition Date as well as those issued before the Petition Date that are not to be honored or paid according to any order of this Court, and the Debtor Bank may honor all other checks. Except for those checks, drafts, wires, or ACH transfers that are authorized or required to be honored under an order of this Court, the Debtors shall not instruct nor request any Debtor Bank to pay or honor any check, draft, or other payment item issued on a Debtor Account before the Petition Date but presented to such Debtor Bank for payment after the Petition Date.

11. Nothing contained herein shall prevent the Debtors from closing any Debtor Account, as they may deem necessary and appropriate, to the extent consistent with the terms of any prepetition financing agreement and postpetition financing agreement and any order of this Court relating thereto, the Debtor Bank is authorized to honor the Debtors' requests to close such Debtor Accounts, and the Debtors shall give notice of the closure of any account within 15 days to the U.S. Trustee and counsel to any statutory committee appointed in the Chapter 11 Cases.

12. The Debtors are authorized, but not directed, to enter into, engage in, and perform under the Intercompany Transactions in the ordinary course of business and to make payments to, or set off amounts owed from, the applicable Debtor on account of postpetition Intercompany Transactions, in a manner consistent with their practices in effect as of the Petition Date in the ordinary course of business or as necessary to execute the Cash Management System. Any transfers of cash from the Debtors to the Non-Debtor Affiliates shall not exceed \$3,500,000 on an interim basis subject to further order of the Court.

13. All transfers or payments from one Debtor to another Debtor, or made by a Debtor on behalf of another Debtor, after the Petition Date, shall be accorded administrative expense priority status in accordance with sections 503(b) and 507(a)(2) of the Bankruptcy Code.

14. As soon as practicable after entry of this Interim Order, the Debtors shall (a) contact the Debtor Bank, (b) provide the Debtor Bank with each of the Debtor's employee identification numbers (to the extent applicable), and (c) identify the Debtor Accounts held at the Debtor Bank as being held by a debtor in possession in a chapter 11 case.

15. Pursuant to Local Rule 2015-1(a), the Debtors are authorized to continue to use their existing checks, correspondence, and other Business Forms without alteration or change and without the designation "Debtor in Possession" or a bankruptcy case number imprinted upon them. Notwithstanding the foregoing, once the Debtors' existing checks have been used, the Debtors shall, when reordering checks, require the designation "Debtor in Possession" and the corresponding bankruptcy case number on all checks; *provided* that, with respect to checks that the Debtors print themselves, the Debtors shall begin printing the "Debtor in Possession" legend and provide the case number on such items within 10 days of the date of entry of this Interim Order.

16. To the extent the Debtor Accounts and Cash Management System are inconsistent with the requirements of section 345(b) of the Bankruptcy Code, the Debtors shall have 30 days (or such additional time as the U.S. Trustee may agree to) from the Petition Date within which either to come into compliance with section 345(b) of the Bankruptcy Code with respect to the Debtor Accounts or to make such other arrangements as agreed to by the U.S. Trustee. Such extension is without prejudice to the Debtors' rights to request a further extension or waiver of the requirements of section 345(b) of the Bankruptcy Code at a later date.

17. Any requirement under the U.S. Trustee Guidelines to establish separate accounts for cash collateral and tax payments is hereby waived except as otherwise required by any applicable agreements between the Debtors and the Debtor Bank.

18. Notwithstanding the Debtors' use of a consolidated cash management system, the Debtors shall calculate quarterly fees under 28 U.S.C. § 1930(a)(6) based on the disbursements of each Debtor, regardless of which entity pays those disbursements.

19. Nothing in the Motion or this Interim Order, nor any actions or payments made by the Debtors pursuant to this Interim Order, shall be construed as: (a) an admission as to the validity of any claim against the Debtors or the existence of any lien against the Debtors' properties; (b) a waiver of the Debtors' rights to dispute any claim or lien on any grounds; (c) a promise to pay any claim; (d) an implication or admission that any particular claim would constitute an allowed claim; (e) an assumption or rejection of any executory contract or unexpired lease pursuant to section 365 of the Bankruptcy Code; or (f) a limitation on the Debtors' rights under section 365 of the Bankruptcy Code to assume or reject any executory contract with any party subject to this Interim Order. Nothing contained in this Interim Order shall be deemed to create, enhance the status of, increase, reclassify, elevate to an administrative expense status, or otherwise affect any claim to the extent it is not paid.

20. Notwithstanding Bankruptcy Rule 6004(h), to the extent applicable, this Interim Order shall be effective and enforceable immediately upon entry hereof.

21. The requirements set forth in Bankruptcy Rule 6004(a) are hereby waived.

22. The requirements set forth in Bankruptcy Rule 6003(b) are satisfied because the relief set forth in this Interim Order is necessary to avoid immediate and irreparable harm.

23. The Debtors are hereby authorized to take such actions and to execute such documents as may be necessary to implement the relief granted by this Interim Order.

24. Nothing in this Interim Order shall be construed to (a) create or perfect, in favor of any person or entity, any interest in cash of a Debtor that did not exist as of the Petition Date, or (b) alter or impair any security interest or perfection thereof, in favor of any person or entity, that existed as of the Petition Date.

25. Nothing in this Interim Order, nor as a result of any payment made pursuant to this Interim Order, shall be deemed or construed as a waiver of the right of Debtors, or shall impair the ability of Debtors, to contest the validity and amount of any payment made pursuant to this Interim Order.

26. The final hearing (the “**Final Hearing**”) on the Motion shall be held on _____, 2025, at _____, prevailing Eastern Time. On or before _____, prevailing Eastern Time, on _____, 2025, any objections or responses to entry of Proposed Final Order on the Motion (a “**Final Order**”) shall be filed with this Court, and served on: (a) proposed counsel to the Debtors, (i) Latham & Watkins LLP, 1271 Avenue of the Americas, New York, New York 10020 (Attn: Ray C. Schrock (ray.schrock@lw.com) and Candace M. Arthur (candace.arthur@lw.com) and 330 North Wabash Avenue, Suite 2800, Chicago, Illinois 60611 (Attn: Jonathan Gordon (jonathan.gordon@lw.com)), and (ii) Richards, Layton & Finger, PA, 920 N King Street, Wilmington, DE 19801 (Attn: Daniel J. DeFranceschi (defranceschi@rlf.com) and Zachary I. Shapiro (shapiro@rlf.com)); (b) counsel to DIP Agent and DIP Lenders, (i) Paul Hastings, 200 Park Avenue, New York, New York 10166 (Attn: Jayme Goldstein, Esq. (jaymegoldstein@paulhastings.com), Jennifer Daly, Esq. (jenniferdaly@paulhastings.com), and Isaac Sasson, Esq. (isaacsasson@paulhastings.com)) and (ii) Young Conaway Stargatt & Taylor,

LLP, Rodney Square, 1000 North King Street Wilmington, DE 19801, (Attn: Matthew Lunn, Esq. (mlunn@ycst.com) and Robert Poppiti (rpoppiti@ycst.com)); (c) counsel to any statutory committee appointed in the Chapter 11 Cases; and (d) the Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801 (Attn: Linda J. Casey (linda.casey@usdoj.gov)). In the event that no objections to entry of the Proposed Final Order on the Motion are timely received, this Court may enter such Proposed Final Order without need for the Final Hearing.

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

EXHIBIT B

Proposed Final Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

	X	
	:	
In re:	:	Chapter 11
	:	
ZEN JV, LLC, <i>et al.</i> , ¹	:	Case No. 25-11195 (JKS)
	:	
Debtors.	:	(Jointly Administered)
	:	
	:	
	:	Re: Docket No.
	X	

**FINAL ORDER (I) AUTHORIZING DEBTORS TO (A) CONTINUE
OPERATING EXISTING CASH MANAGEMENT SYSTEM, (B) HONOR
CERTAIN PREPETITION OBLIGATIONS RELATED THERETO,
(C) MAINTAIN EXISTING BUSINESS FORMS, AND (D) CONTINUE
TO PERFORM INTERCOMPANY TRANSACTIONS, (II) WAIVING CERTAIN
REQUIREMENTS UNDER SECTION 345 OF THE BANKRUPTCY CODE AND
THE U.S. TRUSTEE GUIDELINES AND (III) GRANTING RELATED RELIEF**

Upon the motion (the “**Motion**”)² of the above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) for entry of orders (a) authorizing the Debtors to (i) continue to operate their existing cash management system, (ii) honor certain prepetition obligations related thereto, (iii) maintain their existing accounts and business forms, and (iv) continue to perform Intercompany Transactions in the ordinary course of business; (b) waiving certain requirements under section 345 of the Bankruptcy Code and the U.S. Trustee Guidelines; and (c) granting related relief, all as more fully set forth in the Motion; and this Court having reviewed the Motion, the First Day Declaration, and the Interim Order, as approved by this Court; and this Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C.

¹ The Debtors in these cases, along with the last four digits of each debtor’s federal tax identification number (to the extent applicable), are: Zen JV, LLC (0225); Monster Worldwide LLC (6555); FastWeb, LLC; Monster Government Solutions, LLC (5762); Camaro Acquisition, LLC; CareerBuilder, LLC (6495); CareerBuilder Government Solutions, LLC (6426); Luceo Solutions, LLC (4426); CareerBuilder France Holding, LLC (9339); and Military Advantage, LLC (9508). The Debtors’ address is 200 N LaSalle Street #900, Chicago, IL 60601.

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

§§ 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 this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary; and upon the record herein; and after due deliberation thereon; and this Court having determined that there is good and sufficient cause for the relief granted in this Final Order, therefore, it is hereby

ORDERED, ADJUDGED, AND DECREED THAT:

1. The Motion is granted on a final basis, as set forth herein.
2. All objections to the entry of this Final Order, to the extent not withdrawn or settled, are overruled.
3. The Debtors are authorized, but not directed, pursuant to sections 363(c) and 105(a) of the Bankruptcy Code, to (a) continue to manage their cash pursuant to the Cash Management System maintained by the Debtors before the Petition Date, (b) collect, concentrate, and disburse cash in accordance with the Cash Management System, including through Intercompany Transactions and the Purchase Card Program, and (c) to make ordinary course changes to the Cash Management System.
4. The Debtors are authorized, but not directed, to continue using, in their present form (or as subsequently amended in accordance with this Final Order), the Business Forms, as well as checks and other documents related to the Debtor Accounts existing immediately before the Petition Date.

5. The Debtor Bank at which the Debtors maintain their accounts relating to the payment of the obligations described in the Motion is authorized to, when requested by the Debtors, (a) receive, process, honor, and pay all checks presented for payment and to honor all checks or electronic fund transfer requests made by the Debtors related thereto, to the extent that sufficient funds are on deposit in those accounts, and (b) accept and rely on all representations made by the Debtors with respect to which checks, drafts, wires, or ACH transfers should be honored or dishonored in accordance with this or any other order of this Court, whether such checks, drafts, wires, or transfers are dated before, on, or after the Petition Date, without any duty to inquire otherwise.

6. The Debtors shall maintain accurate and detailed records of all transfers within the Cash Management System so that all postpetition transfers and transactions, including Intercompany Transactions, are adequately and promptly documented in their books and records, and all transfers and transactions may be readily ascertained, traced and distinguished between prepetition and postpetition transactions.

7. The Debtors are further authorized to: (a) designate, maintain, and continue to use any or all of the existing Debtor Accounts in the names and with the account numbers existing immediately before the Petition Date, and to the extent such Debtor Accounts do not comply with the applicable requirements under the U.S. Trustee Guidelines or otherwise, such requirements under the U.S. Trustee Guidelines or otherwise are waived; (b) deposit funds in and withdraw funds from such accounts by all usual means, including, without limitation, checks, wire transfers, ACH transfers, and other debits; (c) pay any Cash Management Fees or other charges associated with the Debtor Accounts, whether arising before or after the Petition Date, consistent with the Debtors' historical practice; (d) perform their obligations under the documents and agreements

governing the Debtor Accounts; and (e) treat their prepetition Debtor Accounts for all purposes as debtor in possession accounts.

8. The Debtors, are authorized to open new accounts; *provided*, that all accounts opened by any of the Debtors on or after the Petition Date at any financial services provider shall, for purposes of this Final Order, be deemed a Debtor Account as if it had been listed on **Exhibit D** to the Motion; *provided, further*, that notice of such opening shall be provided within 15 days to the U.S. Trustee and counsel to any statutory committee appointed in the Chapter 11 Cases; *provided, further*, that the Debtors shall open any new Debtor Account at a bank that has executed a Uniform Depository Agreement with the U.S. Trustee, or at such bank that is willing to immediately execute such agreement.

9. The Debtor Bank is authorized to accept and rely upon, without further inquiry, all representations from the Debtors as to which checks, drafts, wires, or ACH transfers are dated before, on, or after the Petition Date and which checks are to be honored or dishonored, regardless of whether or not such payment or honoring is or is not authorized by an order of this Court. The Debtor Bank shall not incur, and the Debtor Bank is hereby released from, any liability for relying upon any Debtor's instruction as to which checks, drafts, wires, or ACH transfers should be honored or dishonored or for such Debtor Bank's inadvertence in honoring any check, draft, wire, or ACH transfer at variance from the Debtors' instructions unless such inadvertence constituted gross negligence or willful misconduct on the part of such Debtor Bank. Each Debtor shall promptly provide a list of checks to the Debtor Bank for each Debtor Account maintained at such Debtor Bank specifying, by check sequencing number, dollar amount, date of issue, and payee information, those checks that are to be dishonored by such Debtor Bank, which checks may include those issued after the Petition Date as well as those issued before the Petition Date that are

not to be honored or paid according to any order of this Court, and the Debtor Bank may honor all other checks. Except for those checks, drafts, wires, or ACH transfers that are authorized or required to be honored under an order of this Court, the Debtors shall not instruct nor request any Debtor Bank to pay or honor any check, draft, or other payment item issued on a Debtor Account before the Petition Date but presented to such Debtor Bank for payment after the Petition Date.

10. Nothing contained herein shall prevent the Debtors from closing any Debtor Account as they may deem necessary and appropriate, to the extent consistent with the terms of any prepetition financing agreement and postpetition financing agreement and any order of this Court relating thereto, the Debtor Bank is authorized to honor the Debtors' requests to close such Debtor Accounts, and the Debtors shall give notice of the closure of any account within 15 days to the U.S. Trustee and counsel to any statutory committee appointed in the Chapter 11 Cases.

11. The Debtors are authorized, but not directed, to enter into, engage in, and perform under the Intercompany Transactions in the ordinary course of business and to make payments to, or set off amounts owed from, the applicable Debtor on account of postpetition Intercompany Transactions, in a manner consistent with their practices in effect as of the Petition Date in the ordinary course of business or as necessary to execute the Cash Management System.

12. All transfers or payments from one Debtor to another Debtor, or made by a Debtor on behalf of another Debtor, after the Petition Date, shall be accorded administrative expense priority status in accordance with sections 503(b) and 507(a)(2) of the Bankruptcy Code.

13. Pursuant to Local Rule 2015-1(a), the Debtors are authorized to continue to use their existing checks, correspondence, and other Business Forms without alteration or change and without the designation "Debtor in Possession" or a bankruptcy case number imprinted upon them. Notwithstanding the foregoing, once the Debtors' existing checks have been used, the Debtors

shall, when reordering checks, require the designation “Debtor in Possession” and the corresponding bankruptcy case number on all checks.

14. Any requirement under the U.S. Trustee Guidelines to establish separate accounts for cash collateral and tax payments is hereby waived except as otherwise required by any applicable agreements between the Debtors and the Debtor Bank.

15. Notwithstanding the Debtors’ use of a consolidated cash management system, the Debtors shall calculate quarterly fees under 28 U.S.C. § 1930(a)(6) based on the disbursements of each Debtor, regardless of which entity pays those disbursements.

16. Nothing in the Motion or this Final Order, nor any actions or payments made by the Debtors pursuant to this Final Order, shall be construed as: (a) an admission as to the validity of any claim against the Debtors or the existence of any lien against the Debtors’ properties; (b) a waiver of the Debtors’ rights to dispute any claim or lien on any grounds; (c) a promise to pay any claim; (d) an implication or admission that any particular claim would constitute an allowed claim; (e) an assumption or rejection of any executory contract or unexpired lease pursuant to section 365 of the Bankruptcy Code; or (f) a limitation on the Debtors’ rights under section 365 of the Bankruptcy Code to assume or reject any executory contract with any party subject to this Final Order. Nothing contained in this Final Order shall be deemed to create, enhance the status of, increase, reclassify, elevate to an administrative expense status, or otherwise affect any claim to the extent it is not paid.

17. Notwithstanding Bankruptcy Rule 6004(h), to the extent applicable, this Final Order shall be effective and enforceable immediately upon entry hereof.

18. The Debtors are hereby authorized to take such actions and to execute such documents as may be necessary to implement the relief granted by this Final Order.

19. Nothing in this Final Order shall be construed to (a) create or perfect, in favor of person or entity, any interest in cash of a Debtor that did not exist as of the Petition Date or (b) alter or impair any security interest or perfection thereof, in favor of any person or entity, that existed as of the Petition Date.

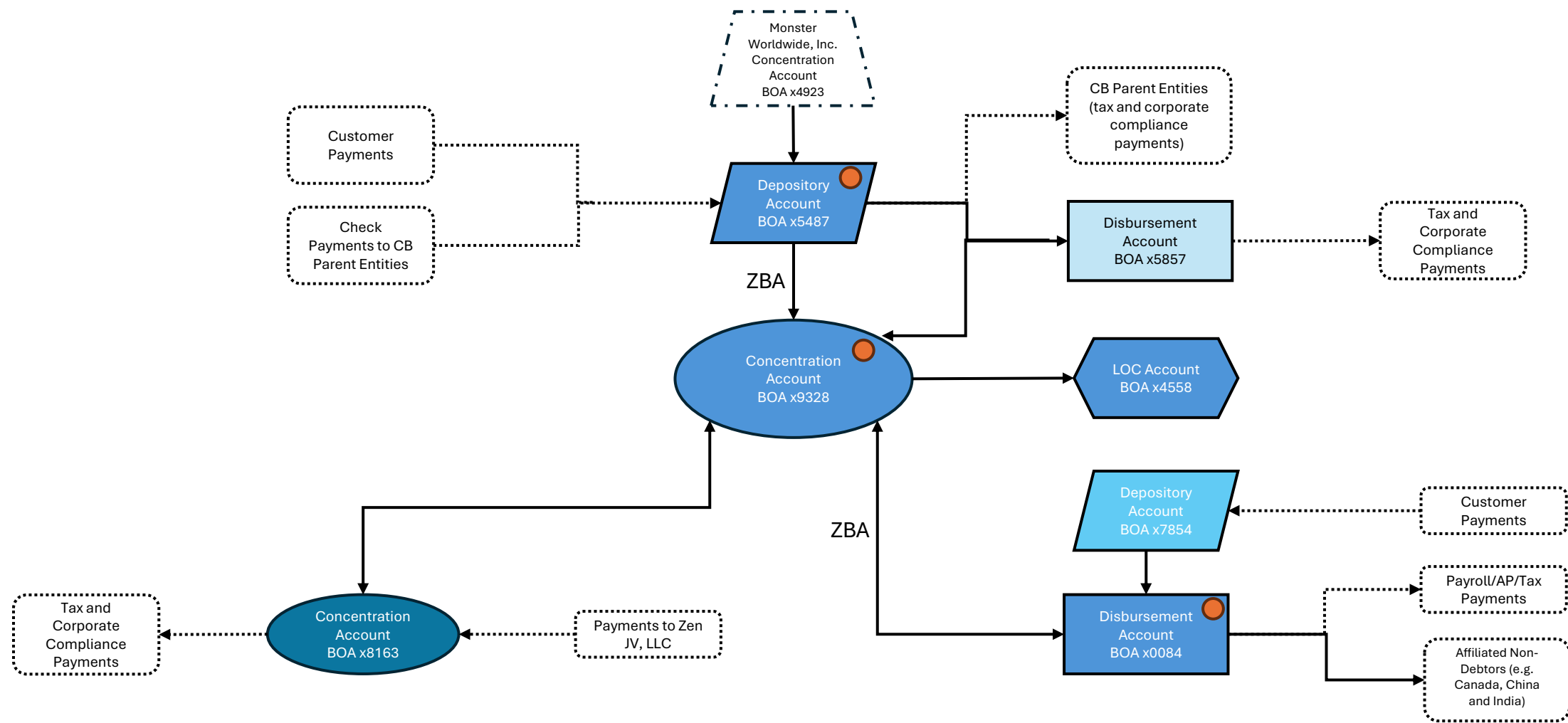
20. Nothing in this Final Order, nor as a result of any payment made pursuant to this Final Order, shall be deemed or construed as a waiver of the right of Debtors, or shall impair the ability of Debtors, to contest the validity and amount of any payment made pursuant to this Final Order.

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

EXHIBIT C

Cash Management Schematic

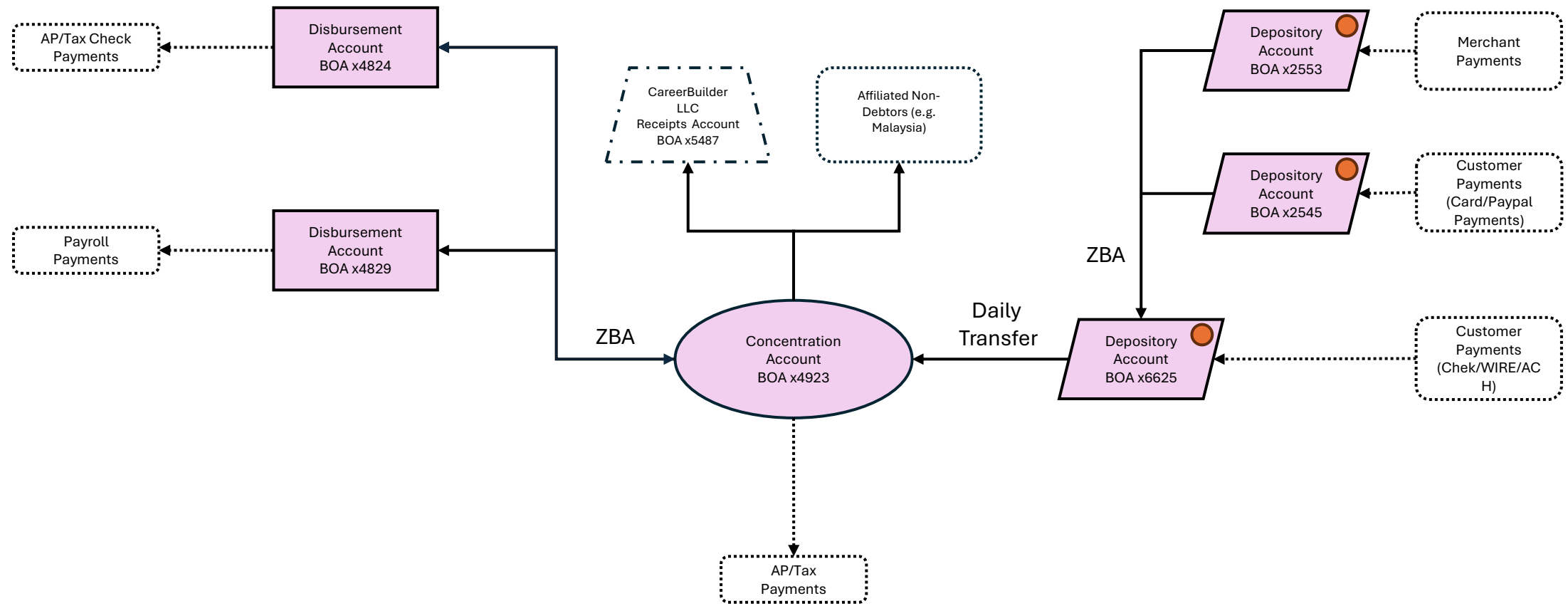
CareerBuilder Cash Schematic



Legend

CareerBuilder, LLC	Camaro Acquisition LLC	Third Party	Intercompany cash movement	Affiliated Debtor Account	Depository Account	Concentration Account	Sweep / Holding Account	Operating / Disbursement Account
CareerBuilder Government Solutions, LLC	Zen JV, LLC		3rd party cash movement	Account subject to DACA				

Monster Worldwide Cash Schematic



Legend

Monster Worldwide LLC	Intercompany cash movement	3rd party cash movement	Affiliated Debtor Account	Depository Account	Concentration Account	Sweep / Holding Account	Operating / Disbursement Account
Third Party	Account subject to DACA						

EXHIBIT D**Debtor Accounts**

Entity	Bank Name	Bank Account Number (XXXX)	Account Type
Zen JV, LLC	Bank of America	8163	Concentration
CareerBuilder Government LLC	Bank of America	7854	Concentration
Camaro Acquisition LLC	Bank of America	5857	Concentration
CareerBuilder, LLC	Bank of America	9328	Concentration
CareerBuilder, LLC	Bank of America	5487	Depository
CareerBuilder, LLC	Bank of America	4558	Letter of Credit
CareerBuilder, LLC	Bank of America	0084	Disbursement
Monster Worldwide LLC	Bank of America	4923	Concentration
Monster Worldwide LLC	Bank of America	4824	Disbursement
Monster Worldwide LLC	Bank of America	4829	Disbursement (Payroll Funding Account)
Monster Worldwide LLC	Bank of America	6625	Depository
Monster Worldwide LLC	Bank of America	2545	Depository
Monster Worldwide LLC	Bank of America	2553	Depository

EXHIBIT E**Non-Debtor Affiliate Bank Accounts****CareerBuilder Accounts**

Entity	Non-Debtor Bank Name	Non-Debtor Bank Account Number (XXXX)
CareerBuilder.com India Private Limited	BOA	1017
CareerBuilder.com India Private Limited	BOA	1025
CareerBuilder.com India Private Limited	BOA	1041
CareerBuilder.com India Private Limited	BOA	1059
CareerBuilder.com India Private Limited	BOA	9016
CareerBuilder.com India Private Limited	BOA	1067
CareerBuilder Canada Co	BOA	1106
CareerBuilder Canada Co	BOA	1205
CareerBuilder Canada Co	BOA	1213
CareerBuilder Canada Co	BOA	1221

Entity	Non-Debtor Bank Name	Non-Debtor Bank Account Number (XXXX)
CareerBuilder Canada Co	BOA	1247
CareerBuilder International Holdings B.V.	BOA	2017
CareerBuilder Information Technology (Shanghai) Co., Ltd	BOA	9114
CareerBuilder Information Technology (Shanghai) Co., Ltd	BOA	9015
CareerBuilder Information Technology (Shanghai) Co., Ltd	BOA	9023

Monster Accounts

Entity	Non-Debtor Bank Name	Non-Debtor Bank Account Number (XXXX)
Monster Worldwide Netherlands bv	CitiBank	*4518
Monster Worldwide Austria GmbH	CitiBank	*1007
Monster Worldwide Austria GmbH	CitiBank	*1015
Monster Belgium nv	CitiBank	*5579

Entity	Non-Debtor Bank Name	Non-Debtor Bank Account Number (XXXX)
Monster Belgium nv	CitiBank	*5680
Monster Worldwide Sweden AG	CitiBank	*2204
Monster Worldwide Sweden AG	CitiBank	*8769
Monster Worldwide Sweden AG	CitiBank	*7313
Monster Worldwide Sweden AG	UBS	*6601G
Monster Worldwide CZ s.r.o.	CitiBank	*6166
Monster Worldwide CZ s.r.o.	CitiBank	*0202
Monster Worldwide CZ s.r.o.	CitiBank	*0309
Monster Worldwide Germany GmbH	CitiBank	*9420
Monster Worldwide S.L.	CitiBank	*6005
Monster Worldwide S.L.	CitiBank	*6013
Monster Worldwide SAS	CitiBank	*0967
Monster Worldwide SAS	CitiBank	*1743
Monster Worldwide SAS	Bank of America	*1243
Monster Worldwide Ireland Ltd	CitiBank	*2008
Monster Worldwide Ireland Ltd	CitiBank	*2016
Monster Worldwide Ireland Ltd	CitiBank	*5970
Monster Worldwide Italia Srl	CitiBank	*9962
Monster Worldwide Italia Srl	CitiBank	*0979
Monster Luxembourg SA	CitiBank	*3001

Entity	Non-Debtor Bank Name	Non-Debtor Bank Account Number (XXXX)
Monster Luxembourg SA	CitiBank	*6374
Monster Worldwide Netherlands bv	CitiBank	*2137
Monster Worldwide Netherlands bv	CitiBank	*6073
Monster Worldwide Sweden AB	CitiBank	*9565
Monster Worldwide Sweden AB	CitiBank	*9564
Monster Worldwide Limited	CitiBank	*2263
Monster Worldwide Limited	CitiBank	*1356
Monster Worldwide Limited	CitiBank	*2298
Monster Worldwide Limited	CitiBank	*2220
Monster Worldwide Limited	CitiBank	*4533
Monster Worldwide Limited	Bank of America	*2014
Monster Worldwide Limited	CitiBank	*1846
Monster Worldwide Limited	CitiBank	*1475
Monster Worldwide Limited	CitiBank	*7050
Monster Worldwide Canada Operations Inc.	TD Bank	*6894
Monster Worldwide Canada Operations Inc.	TD Bank	*6543
Monster Worldwide Canada Operations Inc.	TD Bank	*8071
Monster Technologies Malaysia Sdn Bhd.	MUFG Bank	*2797

Entity	Non-Debtor Bank Name	Non-Debtor Bank Account Number (XXXX)
Monster Technologies Malaysia Sdn Bhd.	MUFG Bank	*7494