

IN THE UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF GEORGIA  
NEWNAN DIVISION

In re:

AFH AIR PROS, LLC, *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 25-10356 (PMB)

(Jointly Administered)

**EMERGENCY MOTION OF THE DEBTORS FOR ENTRY OF AN  
ORDER AUTHORIZING THE DEBTORS TO HONOR PREPETITION  
OBLIGATIONS TO CUSTOMERS AND OTHERWISE CONTINUE  
CUSTOMER PROGRAMS IN THE ORDINARY COURSE OF BUSINESS**

The above-captioned debtors and debtors in possession (collectively, the “Debtors”), submit this motion (the “Motion”) for entry of an interim order, substantially in the form attached hereto as **Exhibit A** (the “Interim Order”), and a final order, substantially in the form attached hereto as **Exhibit B** (the “Final Order”, and together with the Interim Order, the “Proposed Orders”), pursuant to sections 105(a), 363, and 507 of title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (the “Bankruptcy Code”) and Rules 6003 and 6004(h) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) (a) authorizing, but not directing, the Debtors, in their sole discretion, to maintain, administer, and modify customer programs as described herein, including to pay, honor, or otherwise satisfy prepetition obligations related thereto in the ordinary course of business, and (b) authorizing and directing the Debtors’ banks and financial institutions (collectively, the “Banks”) to receive, process, honor, and pay all checks and electronic payment requests relating to the foregoing. In support of the relief requested in this Motion, the Debtors

<sup>1</sup> The last four digits of AFH Air Pros, LLC’s tax identification number are 1228. Due to the large number of debtor entities in these chapter 11 cases, a complete list of the debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the proposed claims and noticing agent at <https://www.veritaglobal.net/AirPros>. The mailing address for the debtor entities for purposes of these chapter 11 cases is: 150 S. Pine Island Road, Plantation, Florida 33020.



rely upon and incorporate by reference the *Declaration of Andrew D.J. Hede in Support of Chapter 11 Petitions and First Day Pleadings* (“First Day Declaration”) filed contemporaneously herewith.

In further support of this Motion, the Debtors respectfully state as follows:

### **JURISDICTION AND VENUE**

1. The United States Bankruptcy Court for the Northern District of Georgia (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2). Venue is proper in the Court pursuant to 28 U.S.C. §§ 1408 and 1409.

2. The statutory and legal predicates for the relief requested herein are sections 105(a), 363, and 507 of the Bankruptcy Code, Rules 6003 and 6004(h) of the Bankruptcy Rules, and the *Second Amended and Restated General Order 26-2019, Procedures for Complex Chapter 11 Cases*, dated February 6, 2023 (the “Complex Case Procedures”).

### **BACKGROUND**

#### **A. The Chapter 11 Cases**

3. On March 16, 2025 (the “Petition Date”), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code with this Court.

4. The Debtors continue to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

5. No official committee has been appointed in the above-captioned chapter 11 cases (the “Chapter 11 Cases”), and no request has been made for the appointment of a trustee or an examiner.

6. Additional information regarding the Debtors’ businesses, capital structure, and the circumstances leading to the filing of these Chapter 11 Cases is set forth in the First Day Declaration.

## **B. The Customer Programs**

7. As of the Petition Date, the Debtors maintained various programs, promotions, and practices to market their services and obtain and retain customers (as described herein, the “Customer Programs”) as more fully described herein. The Customer Programs are an important aspect of the Debtors’ businesses. As professional home service providers specializing in HVAC installation and service, as well as electrical and plumbing services, the Debtors have developed and utilize various strategies to ensure customer satisfaction, encourage repeat business, and reach new customers. Among these strategies are certain Customer Programs designed to enhance revenues, including, among other things, (i) warranties with respect to installations and services, (ii) whole home warranties, (iii) customer maintenance memberships, (iv) financing offers through third-party lenders, and (v) refunds or rework, where necessary.<sup>2</sup>

8. The Debtors believe that they must promptly assure customers of their continued ability to satisfy prepetition and postpetition obligations under the Customer Programs to maintain their valuable customer base, goodwill, and a myriad of other important benefits derived therefrom, following the commencement of these Chapter 11 Cases. Any inability of the Debtors to honor these obligations promptly would be disastrous to the survival of the Debtors as a going concern and the value of the Debtors’ assets because of the resulting destruction of goodwill and loss of customers. Continued use of the Customer Programs will enable the Debtors to protect their customer base and revenue during these Chapter 11 Cases.

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<sup>2</sup> As described in the First Day Declaration, the Debtors operate through their network of business units. The nature and extent of the Customer Programs offered varies among the Debtors’ business units, and the descriptions of the Customer Programs herein is not a representation that any particular business unit offers such Customer Program.

*i. Warranties*

9. In the ordinary course of the Debtors' business, the Debtors offer customers various guarantees and warranties for labor and equipment on installation and repair services (the "Warranty Program"). The primary offerings under the Warranty Program include, but are not limited to, the following:

- One-Year Labor Guaranty. Certain business units provide a one-year labor guarantee on all new installations and repair services at no additional cost to the customer. In some states, a one-year labor guarantee may be required under applicable law.
- Standard Terms and Conditions. Certain business units include an automatic 30-day or 90-day warranty on labor and materials for new installations and repairs in their respective terms and conditions at no additional cost to the customer.
- Extended Labor Warranties. Certain business units offer customers 10-year and 12-year extended labor warranties, including extended OEM warranties, for an additional cost. Some extended labor warranties are provided through third parties, including JB Warranties and Prime Warranty. Under third-party warranty arrangements, the applicable business unit provides warranty service and repairs for customers and is compensated by the third-party warranty provider for the costs of services.

10. The specific warranties and terms of warranties that are offered to customers varies among the Debtors' individual business units and may not include all of the foregoing. For example, CM Heating & Cooling ("CM H&C") offers customers the opportunity to purchase extended labor warranties but does not typically utilize third-party warranty providers. CM H&C also provides a two-year 100% satisfaction guarantee, during which time, if a customer is dissatisfied, CM H&C will repair, replace, or remove the equipment and refund 100% of the cost.

11. The Warranty Program helps the Debtors build trust with customers, enhances the Debtors' brands, and provides a competitive advantage in the marketplace. The Debtors request authority, but not direction, to continue the Warranty Program, including honoring existing warranties and guarantees and continuing to provide and offer warranties to customers.

***ii. Memberships***

12. The Debtors offer various forms of maintenance plans and memberships to customers (the “Membership Program”), which allow customers to obtain discounts for future services. Among others, the Debtors offer one- and two-year memberships to customers for an additional cost, which include maintenance visits twice per year and discounts on repairs. The most common membership purchased by customers is the Apex Club, which is an annual plan that provides for maintenance, priority service, and discounts on repairs and products. The specific membership and service plan offerings vary among the Debtors’ business units. Additional memberships and plans offered by certain business units include, but are not limited to, (a) Air Force’s Comfort Club, which offers silver, gold, and platinum packages providing for varying levels of inspections, priority service, and discounts, (b) Dream Team’s Cloud 9 Club, which provides two cleanings per year, discounts on all repair, priority scheduling, and indoor air quality testing, and (c) Personalized Power Systems’ PPS Club, which provides for two maintenance visits per year.

13. The Debtors’ ability to honor its obligations under the Membership Program is critical to preserving customer relationships and maintaining customer confidence during these Chapter 11 Cases. The Debtors request authority, but not direction, to continue the Membership Program, including honoring obligations to customers under the Membership Program and continuing to provide and offer such services and memberships to customers in the ordinary course of business.

***iii. ECM Extended Home Services Program***

14. Debtor East Coast Mechanical, LLC offers whole home warranties for customers in certain areas of Florida pursuant to an Extended Home Services agreement (the “Home Services Program”). The plans under the Home Services Program can be customized to each customer’s

needs and typically cover repairs and maintenance on major home appliances and systems, including HVAC, plumbing, and electrical systems, as well as major home appliances. All Home Services Program agreements are for a one-year term and, if both ECM and the customer agree, may be renewed annually to ensure continuous coverage.

15. As set forth in the First Day Declaration, the Home Services Program accounts for approximately 30–40% of ECM’s business. Accordingly, the Debtors request authority, but not direction, to continue the Home Services Program, including the authority to continue to provide coverage to customers under the Home Services Program in accordance with the applicable agreements, whether such agreements were entered into prior to or after the Petition Date, and to renew and enter into new agreements with customers in the ordinary course of business.

***iv. Third-Party Financing***

16. In the ordinary course of their business, the Debtors offer their customers flexible payment options (the “Third-Party Financing Program”) through third-party lenders (the “Third-Party Lenders”), including Goodleap, Synchrony Bank, and Wells Fargo, which collectively account for approximately 90% of all third-party financings. The Third-Party Financing Program allows the Debtors’ customers to finance the cost of the installation or services. Under the Third-Party Financing Program, customers enter into a loan agreement directly with a Third-Party Lender for all or a portion of the cost of the installation or services that the customer is procuring from the Debtors. The loan amount is typically funded directly to the applicable Debtor to satisfy the customer’s obligations to the Debtors. Although the Debtors inform customers of available financing options, the Debtors are not a party to the third-party financing agreements and do not have any direct liability for the customers’ obligations to any Third-Party Lenders.

17. Under the Third-Party Financing Program, the applicable Debtors are obligated to pay certain fees to the Third-Party Lenders (the “Financing Program Fees”), which are deducted

from the loan proceeds when the Third-Party Lender funds the loan on behalf of the customer to the Debtor. Accordingly, as of the Petition Date, the Debtors do not believe that they have any outstanding obligations to Third-Party Lenders on account of Financing Program Fees. Additionally, under certain circumstances, a customer who financed their purchase from the Debtors may be due a refund, in which case the Debtors may be obligated to deliver the refund to the applicable Third-Party Lender directly. As of the Petition Date, the Debtors believe that no more than \$45,000 is due and payable to Third-Party Lenders on account of outstanding refund requests.

18. The Third-Party Financing Program increases sale opportunities for the Debtors and makes the Debtors' services accessible to more customers. The Debtors request authority, but not direction, to continue the Third-Party Financing Program in the ordinary course of business, including satisfying any prepetition obligations to Third-Party Lenders.

**v. *Refunds***

19. In the ordinary course of their business, the Debtors offer refunds to customers for completed work and for not-yet-completed work under certain circumstances, including, but not limited to, return of deposits or overpayments and general customer satisfaction concerns (the "Refund Program"). Under the Refund Program, all refund requests less than \$500 are reviewed and approved by the applicable business unit's management. Refund requests equal to or greater than \$500 are submitted by the applicable business unit to the Debtors' centralized management team at Air Pros Solutions, LLC for final corporate review and approval. In some instances, before processing a customer refund request, the Debtors require customers to execute an agreement (the "Refund Agreement") that provides for, among other things, a release of claims by the customer against the company and its affiliates. Once the fully executed Refund Agreement is received by Solutions, the Debtors then process the requested refund, which may take an additional 1–3 weeks

for a refund check to be issued. Where initial payment was made by the customer with a credit card, a refund to such customer may be made, at the Debtors' discretion, by reversing the charge and refunding the payment to the applicable credit card.

20. As of the Petition Date, the Debtors estimate that they have outstanding refund requests from customers in the aggregate amount of approximately \$165,000, including refund requests that have been approved and for which a check has been issued but not yet deposited by the customer. The Debtors request authority, but not direction, to continue the Refund Program in the ordinary course of business, including issuing refunds where appropriate, whether such claims for refunds arose prior to or after the Petition Date.

***vi. Rework***

21. In the ordinary course of their business, the Debtors occasionally receive requests to perform rework on recent installations to address minor customer concerns regarding the initial installation or service provided. Whenever possible, the rework is performed by the technician who completed the initial work and the customer is not charged for the additional service call. Any request for rework with respect to a material malfunction or issue is addressed through the applicable Warranty Program, as discussed further herein. The Debtors request authority, but not direction, to continue to honor requests for rework in the ordinary course of business, whether such claims for rework arose prior to or after the Petition Date.

**RELIEF REQUESTED**

22. The Debtors request entry of the Proposed Orders (a) authorizing the Debtors, in their sole discretion, to maintain, administer, and modify the Customer Programs, including to pay, honor, or otherwise satisfy prepetition obligations related thereto in the ordinary course of business, and (b) authorizing and directing the Debtors' Banks to receive, process, honor, and pay all checks and electronic payment requests relating to the Customer Programs.



### **BASIS FOR RELIEF**

#### **A. The Doctrine of Necessity and Bankruptcy Code Sections 105 and 363 Support Payment of Prepetition Customer Program Obligations**

23. The Debtors' proposed payment of the Customer Program obligations should be authorized pursuant to sections 105 and 363 of the Bankruptcy Code and under the "doctrine of necessity." 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, Inc.*, 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, section 105(a) of the Bankruptcy Code provides, in pertinent part, "[t]he court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title." 11 U.S.C. § 105(a).

24. The doctrine of necessity is a well-settled doctrine that permits a bankruptcy court to authorize payment of certain prepetition claims prior to the completion of the chapter 11 process where the payment of such claims is necessary to preserve and maximize value. *See, e.g., In re Just for Feet, Inc.*, 242 B.R. 821, 826 (D. Del. 1999) (stating that where the debtor "cannot survive" absent payment of certain prepetition claims, the doctrine of necessity should be invoked to permit payment); *see also In re NVR L.P.*, 147 B.R. 126, 127 (Bankr. E.D. Va. 1992) ("[T]he court can permit pre-plan payment of a pre-petition obligation when essential to the continued operation of the debtor."); *In re Eagle-Picher Indus., Inc.*, 124 B.R. 1021, 1023 (Bankr. S.D. Ohio 1991) ("[T]o justify payment of a pre-petition unsecured creditor, a debtor must show that the payment is necessary to avert a serious threat to the Chapter 11 process.").

25. The necessity of the Customer Programs in the Debtors' industry cannot be overstated. Indeed, many of the Customer Programs are standard practice in the Debtors' industry. If the Debtors' obligations under the Customer Programs are not honored, the Debtors risk alienating their customers and encouraging them to obtain services from the Debtors' competitors. In addition, the Debtors' hard-earned reputation and brand loyalty will be adversely affected, irreparably harming the Debtors' prospects to maximize value through these chapter 11 cases and the proposed marketing and sale process. By honoring the Customer Programs, the Debtors believe that they will be able to retain, maintain, and create valuable customer relationships, which will preserve the value of the Debtors' estates. Therefore, the Debtors should be allowed to pay prepetition Customer Program obligations under the doctrine of necessity.

**B. Certain of the Customer Obligations May Be Entitled to Priority Pursuant to Section 507(a)(7) of the Bankruptcy Code**

26. As part of the Customer Programs, certain parties may also be entitled to priority claims pursuant to section 507(a)(7) of the Bankruptcy Code. Section 507(a)(7) of the Bankruptcy Code establishes a priority for "unsecured claims of individuals, to the extent of \$3,350 for each such individual arising from the deposit, before the commencement of the case, of money in connection with the purchase, lease, or rental of property, or the purchase of services, for the personal, family or household use of such individuals, that were not delivered or provided." 11 U.S.C. § 507(a)(7). Parties that made pre-payments or deposits may be entitled to refunds as part of the Customer Programs. Accordingly, qualifying payments, including but not limited to customer prepayments and refunds, should be approved because the relief requested herein would affect only the timing of the Debtors' performance.

**C. Cause Exists for the Payment of Postpetition Customer Program Obligations**

27. To the extent the Customer Programs do not fall within the ordinary course of the Debtors' business, they should be maintained under sections 105(a) and 363(b)(1) of the Bankruptcy Code. *See* 11 U.S.C. §§ 105(a), 363(b)(1). Section 363(b)(1) of the Bankruptcy Code provides, "[t]he trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate . . . ." *Id.* § 363(b)(1). Section 105(a) of the Bankruptcy Code provides, in pertinent part, "[t]he Court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title." *Id.* § 105(a).

28. The Debtors seek to continue their Customer Programs and to honor the Customer Program obligations on a go-forward basis because such programs are critical to generating or maintaining valuable goodwill, repeat business, and revenue streams. The Debtors believe that continuing the Customer Programs throughout their Chapter 11 Cases is essential to (a) preserve customer relationships and goodwill for the benefit of their estates and (b) maximize the value of the Debtors' estates for the benefit of all stakeholders. If the Debtors are prohibited from maintaining the Customer Programs in a manner consistent with their past business practices and industry standards, customers will likely lose confidence in the Debtors and may begin to utilize competitors that provide similar services. Accordingly, a cessation of the Customer Programs could irreparably damage the Debtors' businesses and reputation. In the Debtors' business judgment, the benefit from maintaining these programs far exceeds the cost associated with honoring and continuing such practices.

29. Bankruptcy Courts, including in this district, have routinely approved relief similar to the relief requested herein. *See, e.g., In re The Krystal Co.*, Case No. 20-61065 (PWB) (Bankr. N.D. Ga. Jan. 22, 2020) [Docket No. 38] (authorizing debtors to continue customer programs and satisfy prepetition obligations in connection therewith); *In re AstroTurf, LLC*, Case No. 16-41504

(PWB) (Bankr. N.D. Ga. July 7, 2016) [Docket No. 57]; *In re Cagle's, Inc.*, Case No. 11-80202 (JB) (Bankr. N.D. Ga. Oct. 20, 2011) [Docket No. 25]; *see also In re Town Sports Int'l, LLC*, No. 20-12168 (CSS) (Bankr. D. Del. September 16, 2020) [Docket No. 61] (same); *In re Brooks Bros. Grp., Inc.*, No. 20-11785 (CSS) (Bankr. D. Del. August 7, 2020) (Docket No. 332) (same).

**D. Cause Exists to Authorize the Debtors' Financial Institutions to Honor Transfers Related to Customer Program Obligations**

30. To stabilize the Debtors' operations and to smoothly transition into chapter 11, it is imperative that the Debtors normalize their businesses. Under the Debtors' existing cash management system, wire and other electronic bank transfer requests can be readily identified as relating to an authorized Customer Program. Accordingly, the Debtors believe that unauthorized wire and electronic bank transfer requests will not be honored inadvertently and that all applicable financial institutions may rely on the representations of the Debtors as to which wire or electronic bank transfers are made and authorized to be paid in accordance with this Motion without any duty of further inquiry and without liability for following the Debtors' instructions. As such, the Debtors also request that the Court authorize the Banks, when requested by the Debtors, in the Debtors' sole discretion, to receive, process, honor, and pay any and all checks or electronic fund transfers drawn on the Debtors' bank accounts to pay all prepetition obligations described herein, whether such checks or other requests were submitted prior to or after the Petition Date. The Debtors further request that the Banks be authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved pursuant to any order of the Court granting the relief requested in this Motion.

**REQUEST FOR IMMEDIATE RELIEF AND WAIVER OF STAY TO AVOID  
IMMEDIATE AND IRREPARABLE HARM**

31. The relief requested in this Motion is necessary to avoid immediate and irreparable harm to the Debtors for the reasons set forth herein and in the First Day Declaration. Therefore, Bankruptcy Rule 6003 has been satisfied.

32. Bankruptcy Rule 6003 provides that the Court may grant relief within 21 days after the filing of the petition regarding “a motion to use, sell, lease, or otherwise incur an obligation regarding property of the estate, including a motion to pay all or part of a claim that arose before the filing of the petition” only if such relief is necessary to avoid immediate and irreparable harm. Fed R. Bankr. P. 6003(b). As set forth in this Motion and the First Day Declaration, the Debtors’ failure to honor their Customer Programs would result in immediate and irreparable harm to the Debtors’ relationship with their customers. The Customer Programs are an integral part of the services provided by the Debtors to their customers. In addition, the Customer Programs are essential to the Debtors’ success in maintaining customer satisfaction, retaining customers, sustaining goodwill, and ensuring that the Debtors remain competitive notwithstanding the commencement of these chapter 11 cases. Restricting or canceling the Customer Programs could jeopardize the Debtors’ customer relationships and irreparably harm the Debtors’ reputation and ability to assure that customers continue to use the Debtors’ products and services.

33. Additionally, the Debtors further seek a waiver of any stay of the effectiveness of an order approving this Motion. Pursuant to Bankruptcy Rule 6004(h), “[a]n order authorizing the use, sale, or lease of property other than cash collateral is stayed until the expiration of 14 days after entry of the order, unless the court orders otherwise.” Fed. R. Bankr. P. 6004(h). The relief requested in this Motion is essential to prevent immediate and irreparable damage to the Debtors’

operations, going-concern value, and their efforts to pursue a resolution to these Chapter 11 Cases. Accordingly, the 14-day stay under Bankruptcy Rule 6004(h) should be waived.

### **RESERVATION OF RIGHTS**

34. Nothing in the Proposed Orders or this Motion (i) is intended or shall be deemed to constitute an assumption of any agreement pursuant to section 365 of the Bankruptcy Code or an admission as to the validity of any claim against the Debtors and their estates; (ii) shall impair, prejudice, waive, or otherwise affect the rights of the Debtors and their estates with respect to the validity, priority, or amount of any claim against the Debtors and their estates; (iii) shall impair, prejudice, waive, or otherwise affect the rights of the Debtors and their estates with respect to any and all claims or causes of action; or (iv) shall be construed as a promise to pay a claim.

### **NOTICE**

35. Notice of this Motion has been given to the following parties or, in lieu thereof, to their counsel, if known: (a) the Office of the United States Trustee for the Northern District of Georgia; (b) the Debtors' prepetition and postpetition lenders and collateral agent; (c) creditors holding the 30 largest unsecured claims against the Debtors; (d) the United States Attorney for the Northern District of Georgia; (e) the Georgia Department of Revenue; (f) the Internal Revenue Service; (g) the Securities & Exchange Commission; (h) the Georgia Secretary of State; (i) the states attorneys general for states in which the Debtors conduct business; and (j) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

**NO PRIOR REQUEST**

36. No previous application for the relief sought herein has been made to this or any other court.

**CONCLUSION**

**WHEREFORE**, the Debtors respectfully request that this Court enter the Proposed Orders granting the relief requested herein and such other and further relief as is just and proper.

Dated: March 16, 2025

Respectfully submitted,

**GREENBERG TRAURIG, LLP**

/s/ David B. Kurzweil

David B. Kurzweil (Ga. Bar No. 430492)

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*Proposed Counsel for the Debtors and  
Debtors in Possession*

**Exhibit A**

**Proposed Interim Order**



**IN THE UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF GEORGIA  
NEWNAN DIVISION**

In re:

AFH AIR PROS, LLC, *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 25-10356 (PMB)

(Jointly Administered)

Re: Docket No. \_\_

**INTERIM ORDER AUTHORIZING THE DEBTORS TO HONOR PREPETITION  
OBLIGATIONS TO CUSTOMERS AND OTHERWISE CONTINUE CUSTOMER  
PROGRAMS IN THE ORDINARY COURSE OF BUSINESS**

Upon the *Emergency Motion of the Debtors For Entry of an Order Authorizing the Debtors to Honor Prepetition Obligations to Customers and Otherwise Continue Customer Programs in the Ordinary Course of Business* (the “Motion”);<sup>2</sup> and the Court having jurisdiction over this

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<sup>1</sup> The last four digits of AFH Air Pros, LLC’s tax identification number are 1228. Due to the large number of debtor entities in these chapter 11 cases, a complete list of the debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the claims and noticing agent at <https://www.veritaglobal.net/AirPros>. The mailing address for the debtor entities for purposes of these chapter 11 cases is: 150 S. Pine Island Road, Plantation, Florida 33020.

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.

matter pursuant to 28 U.S.C. §§ 157 and 1334; and this matter being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue of these Chapter 11 Cases and the Motion in this district being proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that due and adequate notice of the Motion has been given under the circumstances; and this Court having held a hearing (the “Hearing”) to consider the relief requested in the Motion; and upon the First Day Declaration and the record of the Hearing, this Court having determined that there is good and sufficient cause for the relief set forth in this Order; and after due deliberation thereon,

**IT IS HEREBY ORDERED THAT:**

1. the Motion is GRANTED on an interim basis to the extent provided herein.
2. The Debtors are authorized, pursuant to sections 105(a), 363, and 507(a) of the Bankruptcy Code, to continue, renew, replace, implement, modify, and/or terminate the Customer Programs, in their sole discretion, in the ordinary course of business.
3. The Debtors are authorized, in their sole discretion, to pay, honor, or otherwise satisfy all prepetition obligations relating to the Customer Programs, in the ordinary course of business, in the same manner and on the same basis as the Debtors honored such obligations prior to the commencement of these chapter 11 cases, including, without limitation, any prepetition costs and fees associated with the Customer Programs.
4. The Debtors’ Banks shall be, and hereby are, authorized, when requested by the Debtors in their sole discretion, to receive, process, honor, and pay any and all checks or electronic fund transfers drawn on the Debtors’ bank accounts on account of the Customer Programs, whether those checks were presented prior to or after the Petition Date, provided that sufficient funds are available in the applicable accounts to make the payments.

5. The Debtors' Banks may rely on the representations of the Debtors with respect to whether any check or other transfer drawn or issued by the Debtors prior to the Petition Date should be honored pursuant to this Order, and any such Bank shall not have any liability to any party for relying on such representations by the Debtors as provided for in this Order.

6. Nothing in the Motion or this Order, nor as a result of any payment made pursuant to this Order, shall be deemed or construed as (a) an admission as to the validity, priority, or amount of any claim against the Debtors or their estates or an approval or assumption of any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code, or (b) a waiver of the rights of the Debtors and their estates, or shall impair the ability of the Debtors and their estates to contest the validity, priority, and amount of any claims or any payment made pursuant to this Order.

7. Notwithstanding anything to the contrary contained in this Order, any payment, deposit, or other transfer made or to be made under this Order, any authorization contained in this Order, or any claim for which payment is authorized hereunder, shall be subject to the terms and provisions of any orders of this Court approving any debtor-in-possession financing for, or any use of cash collateral by, the Debtors and any approved budget (subject to permitted variances thereto) in connection therewith. Nothing herein is intended to modify, alter, or waive, in any way, any terms, provisions, requirements, or restrictions of (a) any such orders approving any debtor-in-possession financing or use of cash collateral or (b) any debtor-in-possession financing agreements and documents related thereto.

8. A final hearing to consider the relief requested in the Motion shall be held on \_\_\_\_\_, 2025 at \_\_\_\_:\_\_\_\_.m. (prevailing Eastern Time) and any objections to entry of such order shall be in writing and filed with this Court no later than \_\_\_\_\_, 2025 at

**4:00 p.m. (prevailing Eastern Time)** and served on: (i) the Debtors, c/o Air Pros Solutions, LLC, 150 S. Pine Island Road, Plantation, Florida 33020, Attn: Andrew D.J. Hede (ahede@accordion.com); (ii) proposed counsel to the Debtors, Greenberg Traurig, LLP, Terminus 200, 3333 Piedmont Road, NE, Suite 2500, Atlanta, Georgia 30305, Attn: David B. Kurzweil, Esq. (kurzweild@gtlaw.com) and Matthew A. Petrie (petriem@gtlaw.com); (iii) counsel for the DIP Lenders and the Prepetition Lenders, (a) Latham & Watkins LLP, 330 N. Wabash Avenue, Suite 2800, Chicago, Illinois 60611, Attn: James Ktsanes (james.ktsanes@lw.com), Ebba Gebisa (ebba.gebisa@lw.com), and Whit Morley (whit.morley@lw.com), (b) Latham & Watkins LLP, 1271 Avenue of the Americas, New York, New York 10020, Attn: Nikhil Gulati (nikhil.gulati@lw.com), and (c) Scroggins, Williamson & Ray, P.C., 4401 Northside Parkway, Suite 230, Atlanta, GA 30327 Attn: J. Robert Williamson (rwilliamson@swlawfirm.com); and (iv) the Office of the United States Trustee for Region 21, 362 Richard Russell Building & U.S. Courthouse, 75 Ted Turner Drive, S.W., Atlanta, GA 30303 (Attn: Jonathan S. Adams).

9. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order.

10. The requirements of Bankruptcy Rule 6003(b) are satisfied.

11. Notwithstanding any applicable Bankruptcy Rule, this Order shall be effective and enforceable immediately upon entry hereof.

12. The Court shall retain jurisdiction with respect to all matters arising from or related to the implementation and interpretation of this Order.

END OF DOCUMENT

*Prepared and presented by:*

**GREENBERG TRAURIG, LLP**

/s/ David B. Kurzweil

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*Proposed Counsel for the Debtors and  
Debtors in Possession*

**Exhibit B**

**Proposed Final Order**

**IN THE UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF GEORGIA  
NEWNAN DIVISION**

In re:

AFH AIR PROS, LLC, *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 25-10356 (PMB)

(Jointly Administered)

Re: Docket No. \_\_

**FINAL ORDER AUTHORIZING THE DEBTORS TO HONOR PREPETITION  
OBLIGATIONS TO CUSTOMERS AND OTHERWISE CONTINUE CUSTOMER  
PROGRAMS IN THE ORDINARY COURSE OF BUSINESS**

Upon the *Emergency Motion of the Debtors For Entry of an Order Authorizing the Debtors to Honor Prepetition Obligations to Customers and Otherwise Continue Customer Programs in The Ordinary Course of Business* (the “Motion”);<sup>2</sup> and the Court having jurisdiction over this

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<sup>1</sup> The last four digits of AFH Air Pros, LLC’s tax identification number are 1228. Due to the large number of debtor entities in these chapter 11 cases, a complete list of the debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the claims and noticing agent at <https://www.veritaglobal.net/AirPros>. The mailing address for the debtor entities for purposes of these chapter 11 cases is: 150 S. Pine Island Road, Plantation, Florida 33020.

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.

matter pursuant to 28 U.S.C. §§ 157 and 1334; and this matter being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue of these Chapter 11 Cases and the Motion in this district being proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that due and adequate notice of the Motion has been given under the circumstances; and this Court having held a hearing (the “Hearing”) to consider the relief requested in the Motion; and upon the First Day Declaration and the record of the Hearing and the Court having entered an interim order granting the relief requested in the Motion; and good and sufficient cause appearing for the relief set forth in this Order; and after due deliberation thereon,

**IT IS HEREBY ORDERED THAT:**

1. The Motion is GRANTED to the extent provided herein.
2. The Debtors are authorized, pursuant to sections 105(a), 363, and 507(a) of the Bankruptcy Code, to continue, renew, replace, implement, modify, and/or terminate the Customer Programs, in their sole discretion, in the ordinary course of business.
3. The Debtors are authorized, in their sole discretion, to pay, honor, or otherwise satisfy all prepetition obligations relating to the Customer Programs, in the ordinary course of business, in the same manner and on the same basis as the Debtors honored such obligations prior to the commencement of these chapter 11 cases, including, without limitation, any prepetition costs and fees associated with the Customer Programs.
4. The Debtors’ Banks shall be, and hereby are, authorized, when requested by the Debtors in their sole discretion, to receive, process, honor, and pay any and all checks or electronic fund transfers drawn on the Debtors’ bank accounts on account of the Customer Programs, whether those checks were presented prior to or after the Petition Date, provided that sufficient funds are available in the applicable accounts to make the payments.



5. The Debtors' Banks may rely on the representations of the Debtors with respect to whether any check or other transfer drawn or issued by the Debtors prior to the Petition Date should be honored pursuant to this Order, and any such Bank shall not have any liability to any party for relying on such representations by the Debtors as provided for in this Order.

6. Notwithstanding anything to the contrary contained in this Order, any payment, deposit, or other transfer made or to be made under this Order, any authorization contained in this Order, or any claim for which payment is authorized hereunder, shall be subject to the terms and provisions of any orders of this Court approving any debtor-in-possession financing for, or any use of cash collateral by, the Debtors and any approved budget (subject to permitted variances thereto) in connection therewith. Nothing herein is intended to modify, alter, or waive, in any way, any terms, provisions, requirements, or restrictions of (a) any such orders approving any debtor-in-possession financing or use of cash collateral or (b) any debtor-in-possession financing agreements and documents related thereto.

7. Nothing in the Motion or this Order, nor as a result of any payment made pursuant to this Order, shall be deemed or construed as (a) an admission as to the validity, priority or amount of any claim against the Debtors or their estates or an approval or assumption of any agreement, contract or lease pursuant to section 365 of the Bankruptcy Code, or (b) a waiver of the rights of the Debtors and their estates, or shall impair the ability of the Debtors and their estates to contest the validity, priority and amount of any claims or any payment made pursuant to this Order.

8. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order.

9. Notwithstanding any applicable Bankruptcy Rule, this Order shall be effective and enforceable immediately upon entry hereof.

10. The Court shall retain jurisdiction with respect to all matters arising from or related to the implementation and interpretation of this Order.

END OF DOCUMENT

*Prepared and presented by:*

**GREENBERG TRAURIG, LLP**

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