

IN THE UNITED STATES BANKRUPTCY COURT

NORTHERN DISTRICT OF GEORGIA

NEWNAN DIVISION

IN RE:

AFH Air Pros, LLC, et al, Docket No. 25-10356-pmb

DEBTOR.

Atlanta, GA

MARCH 18, 2025

1:00 p.m.

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TRANSCRIPT OF

HEARING BEFORE THE HONORABLE PAUL BAISIER

UNITED STATES BANKRUPTCY JUDGE

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Mineola, NY 11501

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P R O C E E D I N G S

THE COURT CLERK: Good afternoon, parties. Today is March 18th, 2025, the time is now 1:00 p.m. We are here for the specially set hybrid hearing for consolidated case 25-10356, AFH Air Pros, LLC, et al. At this time, we'll take official appearances. We'll begin with those parties in this courtroom, please.

MR. KURZWEIL: David Kurzweil and Matt Petrie with Greenberg Traurig, on behalf of the debtor.

THE COURT CLERK: Thank you. Any other parties that are here in courtroom with you today?

MR. KURZWEIL: With us we have Andrew Hede, the CRO with Accordion, and Jeff Finger, the investment banker, potential investment banker with Jefferies.

THE COURT CLERK: Thank you.

MR. WILLIAMSON: Good afternoon. I'm Rob Williamson, with the Scroggins, Williamson & Ray firm. We are representing the lender OC III LVS LXI LP, and also the agent, Alter Domus (US) LLC. And I believe on the Zoom, participating by Zoom, are attorneys also, co-counsel with our firm, representing the lender, with Latham & Watkins, Ebba Gebisa. And I'm not completely sure, but I believe Gregg Bateman from the Seward & Kissel firm is on, for Alter Domus.

THE COURT CLERK: Thank you. And parties, when we

1 get to the Zoom, if you please make your official
2 announcements as well? That we can confirm to you are on
3 the line. But we're still continuing with parties in the
4 courtroom. Thank you.

5 MR. ADAMS: Good afternoon. Jonathan Adams, on
6 behalf of the United States Trustee. I am joined by Lindsay
7 Kolba, who is on the virtual courtroom.

8 THE COURT CLERK: Thank you.

9 MR. DUTSON: Good afternoon. Jeff Dutson with
10 King & Spalding, also joined in the courtroom by Chris
11 Coleman with (indiscernible) on behalf of East Coast
12 Mechanical Home Services, LLC.

13 THE COURT CLERK: Thank you. Are there any other
14 parties in the courtroom that would like to make an initial
15 appearance to the record? Hearing none, we'll move to the
16 parties that are in the Zoom room. And parties in the Zoom
17 room, if you would please include your first and last name,
18 as well as who you represent, and give me a little time to
19 write it down, please.

20 MS. GEBISA: Good afternoon. You have Ebba Gebisa
21 from Latham & Watkins, on behalf of the pre-petition secured
22 lenders, and the proposed DIP lender.

23 THE COURT CLERK: Thank you. And that is OC III,
24 correct?

25 MS. GEBISA: Yes.

1 THE COURT CLERK: And also Alter Domus, or not
2 them as well?

3 MR. WILLIAMSON: She is just representing the
4 lender.

5 MS. GEBISA: No -- no, no. No, we just -- yeah,
6 we just represent the lender. I believe Seward & Kissel
7 represent the agent, so I was going to give them a chance to
8 chime in, if they are on.

9 THE COURT CLERK: Not a problem. I just wanted to
10 make sure that our record is correct. Thank you so much.

11 Next?

12 MR. BERNARDINO: Good afternoon. Colin
13 Bernardino, Kilpatrick Townsend & Stockton, on behalf of Any
14 Hour Group. Also appearing on camera is Tim Miller with the
15 Taft Law Firm. His pro hac vice will be filed shortly.

16 THE COURT CLERK: Thank you.

17 MR. HEFNER: Good afternoon, Your Honor. Brian
18 Hefner of Earl & Earl, PLLC, out of Colorado Springs,
19 appearing on behalf of judgement creditor, Jack Denton.

20 THE COURT CLERK: Can you spell the last name for
21 Jack, please?

22 MR. HEFNER: D-E-N-T-O-N.

23 THE COURT CLERK: Thank you.

24 MR. HEFNER: Thank you, Your Honor.

25 THE COURT CLERK: Is there anyone else that would

1 like to make an official appearance for the record, that is
2 in the same room?

3 MR. ORIZONDO: Good afternoon. Alberto Orizondo
4 of Rasco Klock. I'm here on behalf of one of the larger
5 unsecured creditors, which is (indiscernible) also
6 representing an unnamed creditor, the estate of
7 (indiscernible)

8 THE COURT CLERK: Do you mind writing those in the
9 chat, please?

10 MR. ORIZONDO: Not a problem.

11 THE COURT CLERK: Thank you. Okay. Anyone else
12 in the Zoom that would like to make an official appearance
13 for the record?

14 MR. HUSKEY: Yes, David Huskey on behalf of McGee
15 and Huskey, P.A. We are one of the unsecured creditors with
16 a pending claim against Air Pros, LLC in Broward County
17 Circuit Court, down in South Florida.

18 THE COURT CLERK: And you stated that you're a
19 creditor. Correct?

20 MR. HUSKEY: Yes.

21 THE COURT CLERK: Thank you. Okay.

22 MS. KOLBA: Lindsay Kolba, also appearing on
23 behalf of the United States Trustee.

24 THE COURT CLERK: Thank you, Ms. Kolba. Okay.
25 And anyone else in the Zoom room that would like to make an

1 official appearance for the record?

2 MR. BOYLSTON: Yes, Geoffrey Boylston from Gordon,
3 Fournaris & Mammarella, appearing on behalf of unsecured
4 creditor, LaGrange AirForce, LLC.

5 THE COURT CLERK: You said LaGrange AirForce, LLC.
6 Correct?

7 MR. BOYLSTON: Yep.

8 THE COURT CLERK: Thank you. And anyone else,
9 before we end the announcements for any appearances?

10 Okay. Hearing none, to confirm, is there anyone
11 who is not the Debtor or Debtor's counsel, or a creditor or
12 creditor's counsel in the Zoom room? Once again, confirming
13 that all parties are to be here, and no one is recording the
14 broadcasting of this hearing, and that everyone is either a
15 Creditor, creditor's counsel, or -- thank you, or the
16 Debtor, Debtor's counsel in the courtroom -- in, I'm sorry,
17 the Zoom room.

18 Okay. (indiscernible)

19 MS. BARAV-JOHNSON: This is Danielle Barav-Johnson
20 from Eversheds Sutherland, on behalf of Columbia Home
21 Services, LLC. I don't believe that my client is a
22 creditor, but is a party of interest.

23 THE COURT CLERK: Okay. And I apologize, Ms.
24 Barav-Johnson, may I please see who your client is one more
25 time?

1 MS. BARAV-JOHNSON: Yes, Columbia Home Services,
2 LLC. And I believe co-counsel for Columbia Home Services,
3 Jeffrey Pawlitz and Betsy Feldman of Willkie Farr &
4 Gallagher may also be in the Zoom room. They're pro hac
5 vice, the petition is forthcoming, and will be filed
6 shortly.

7 THE COURT CLERK: Okay. Thank you so much.

8 MR. ERSHOCK: Good afternoon, Your Honor. My name
9 is Alex Ershock. I'm from Lewis Brisbois Bisgaard & Smith.
10 We are not a debtor or creditor, but we are interested
11 parties in that we have several pending litigations where we
12 represent Air Pros, and various entities.

13 THE COURT CLERK: Okay. Thank you.

14 MR. MINTZ: Yes, this is Mark Mintz with the law
15 firm of Jones Walker, representing creditors, or potential
16 creditors who have litigation against the Air Pros in
17 various State Courts. Again, we're just as interested
18 parties, listening into that.

19 THE COURT CLERK: Thank you.

20 Okay. Once again, anyone else that would like to
21 make an official appearance for the record, before we close
22 the appearances? All right.

23 Thank you, parties. That concludes appearances at
24 this time.

25 THE COURT CLERK: All rise.

1 THE COURT: Please be seated.

2 THE COURT CLERK: The Court will (indiscernible)
3 Good afternoon, Your Honor. Today is March 18th,
4 2025. The time is now 1:24 p.m.

5 We are here for the specially set hybrid hearing
6 for consolidated case 25-10356, AFH Air Pros, LLC, et al.

7 There are 10 matters for Your Honor to consider.
8 Pursuant to the agenda, the following matters are the first
9 day matters. First is the consolidated creditor matrix list
10 and customer noticing motion at Docket number 7. Next is
11 the schedules and statements of extension motion at Docket
12 number 9. Next is the claims agent retention application at
13 Docket number 10. Next is the cash management motion at
14 Docket number 11. Next is the customer programs motion at
15 Docket number 12, the insurance motion at Docket number 13,
16 the tax motion at Docket number 14, the united -- I'm sorry,
17 the utilities motion at Docket number 15, the wages and
18 benefits motion at docket number 16, and the debt
19 financing/cash collateral motion at Docket number 17.

20 THE COURT: Thank you, Ashley. And good
21 afternoon, everyone. I want to welcome you all, physically
22 for some of you, and virtually for the rest, to the Lewis R.
23 Morgan Federal Building and U.S. Courthouse, and the to this
24 courtroom, where for at least 50 years the Honorable W.
25 Homer Drake, whose portrait watches over us from over here

1 to my left, presided over many significant Chapter 11 cases,
2 and where I am humbled to sit where he presided, and
3 presided over cases like this one. So we hope that sometime
4 soon, maybe even before this case is over, this courtroom
5 will be formally named after Judge Drake.

6 All right. With that, welcome, Mr. Kurzweil.
7 It's nice to see you here. This is your show, so at this
8 point, why don't I let you tell us how you would like to
9 proceed.

10 MR. KURZWEIL: All right. Thank you, Your Honor,
11 and good afternoon to the Court. I have to tell you, Your
12 Honor, it's a pleasure to be here before the Court, so thank
13 you for being so accommodating. We would also like to thank
14 the Court for their staff being so accommodating. They were
15 very easy to work with in the filing of this case. We'd
16 like to thank the U.S. Trustee's Office, who we met with at
17 length yesterday and earlier ready today to go over the
18 pleadings, and get that on a (indiscernible) basis.

19 Before starting, Your Honor, I would also like to
20 introduce the Court to a few of the key people who are here,
21 which the Court may be hearing from throughout these
22 proceedings. Andrew Hede, his is with Accordion He is the
23 CRO (indiscernible) And Jeff Finger of Jefferies, who is the
24 potential investment banker (indiscernible)

25 THE COURT: Very good. Welcome, gentlemen.

1 MR. KURZWEIL: Your Honor, if it please the Court,
2 would it help to give a little bit of background about the
3 operations, and what we anticipate will be coming down in
4 the case before we enter today's pleadings?

5 THE COURT: I think that would be very helpful.
6 Thank you.

7 MR. KURZWEIL: Your Honor, AFH Air Pros and its 19
8 affiliated entities filed for bankruptcy protections this
9 past Sunday, on March 16th. Now, the Air Pros entities are
10 a professional home service provider offering a wide range
11 of solutions for residential and commercial clients. They
12 specialize in HVAC, electrical, plumbing, and home warranty
13 services. Air Pros was founded in 2017 in Fort Lauderdale
14 by Anthony Perera, who started the company with a vehicle
15 and two employees. Since that time, his company has grown
16 to over 700 employees, with over 600 vehicles, and they
17 operate in eight states, Florida, Georgia, Alabama,
18 Mississippi, Louisiana, Texas, Colorado, and the state of
19 Washington, and they have become one of the better-known
20 names in the industry.

21 Of the 20 affiliated entities that filed, there
22 are really nine different business units, which the Court
23 may become more familiar with as the case proceeds, and it
24 may be helpful just to set those out for the Court, and
25 everyone in the courtroom.

1 And there are Air Pros Legacy, which is the
2 original Air Pros business operating in South Florida, and
3 this is approximately 75% HVAC, and 25% electrical services.

4 One Source Home Service, this is based in Colorado
5 Springs, and this has approximately 85% HVAC services, as
6 well as plumbing and electrical services.

7 The third is Hansen Super Techs. This is based in
8 Mobile, Alabama, and services the Gulf Coast areas of
9 Alabama, Mississippi, and Florida, and 75% of this is HVAC
10 services, and the rest are plumbing and electrical.

11 Fourth, Doug's Service Company, based in Houma,
12 Louisiana, and services the surrounding areas, and this is
13 about 62% HVAC services, electrical and plumbing.

14 Next is AirForce Heating and Air, whose principal
15 place of business is LaGrange, Georgia, and this is about
16 92% HVAC services, and the rest plumbing.

17 Next is Dallas Plumbing & Air Conditioning. As
18 the name implies, they are based in Dallas, Texas, and
19 provides HVAC services, and plumbing services, about 50%
20 each.

21 Next is Dream Team Heating & Air, based in Denham
22 Springs, Louisiana, and serves Baton Rouge and surrounding
23 areas, and has about 92% HVAC services, and the rest are
24 electrical services.

25 Next is CM Heating and Cooling, based in Everett,

1 Washington, and that's approximately 85% HVAC services, and
2 the rest plumbing and electrical.

3 And last, but certainly not least, East Coast
4 Mechanical Air Conditioning and Plumbing, which we refer to
5 as ECM, located in South Florida. They provide
6 approximately 59% HVAC services, and the rest are plumbing
7 and home warranty services, and the home warranty services
8 make up approximately 30% to 40% of ECM's business.

9 With the indebtedness, Your Honor, the pre-
10 petition debt is entities owned by PIMCO. They are alphabet
11 soup and Roman numeral entities. The DIP lender, which is
12 the same as the pre-petition revolver, is OC III LVS LXI,
13 which is Roman numeral 61, LP. They're both the DIP and the
14 pre-petition lender. And the term lender, the PIMCO entity,
15 is OC LVS Roman numeral 22, that's XXII LLC. They have
16 approximately \$198 million of pre-petition indebtedness,
17 broken down by approximately \$175 million of term debt, and
18 \$23 million (indiscernible) credit facilities, plus approved
19 interest and fees and expenses. PIMCO has not been paid in
20 approximately the last year, and they've been very patient
21 with us. The unsecured debt is approximately \$45 million,
22 of which \$17.1 is disputed from (indiscernible) previous
23 owners -- previous entities that were acquired.

24 The company has experienced operational challenges
25 in obtaining economies of scale, and integrating the

1 combination of the debtor entities. This was a roll-up of
2 HVAC funding and other entities across the United States.
3 This led to also increased financial leverage, and the
4 debtor just didn't have the ability to continue service of
5 its pre-petition security debts.

6 In January of 2024, the pre-petition lenders
7 delivered a Notice of Removal for Anthony Perera, then the
8 CEO of the company, and put into place an independent
9 manager, Lawrence Hirsh. Mr. Hirsh has a very pedigreed
10 background formerly as a managing director of Alvarez &
11 Marsal, and since that time servicing in a professional
12 capacity on boards in situations of this kind.

13 The Debtor retained Accordion in March 2024, and
14 Mr. Hede was retained as CEO in 2024. And the Accordion
15 team has been working with the Debtor for almost a year now
16 to get their financials and business in shape.

17 Your Honor, this is a sell case. I'll be right up
18 front, we move to be selling the assets in this case, and
19 more to come about that.

20 The Debtors first retained Jefferies as investment
21 banker in July of 2023 to explore a strategic alternative,
22 and this led to what we'll refer to as the first sales
23 process in August of 2023. That sale process was not
24 successful. In October of 2024, the Debtors re-engaged the
25 Jefferies, and that engagement has led to the identification

1 of various stalking horse parties for the sale of assets of
2 the Debtors. The Debtors will be today, filing bid
3 procedures of sales of things to be heard by the Court on a
4 very expedited basis, but asking to move the case along, and
5 we'll be dividing the companies, these nine entities into
6 six proposed sales that we expect to put to an auction for
7 higher and better bids in the coming weeks.

8 This process has the full support of the lenders
9 for this proceeding. As I may have said earlier, they've
10 been very patient.

11 Your Honor, all of these facts that are related to
12 additional ones can be found in the first day declaration of
13 Andrew Hede, which is at Docket 8 in the record, and I would
14 like to offer his declaration into evidence for all the
15 first day matters to be before the Court.

16 THE COURT: All right. Does anybody have any
17 objections to our taking the direct testimony of Mr. Hede by
18 (indiscernible) affidavit? Hearing none on the courtroom,
19 and don't hear any online. With that, isn't -- Mr. Hede is
20 obviously here, should anyone wish to cross-examine him.
21 All right.

22 MR. KURZWEIL: Thank you, Your Honor.

23 With that, Your Honor, turning to the agenda, with
24 the Court's indulgence, if we could take Docket number --
25 Judgment number 11, Docket number 17, which is the DIP

1 financing motion first, and then move to (indiscernible)

2 THE COURT: That sounds fine to me.

3 MR. KURZWEIL: Your Honor, the debtor-in-
4 possession financing was negotiated at arm's length with a
5 pre-petition letter, and is sufficient to get us through the
6 entire Chapter 11 process, and we believe payroll
7 administrative claims in full.

8 PIMCO is the ultimate owner, but the full name is
9 the OC III LVS LXI LP, which is also the DIP lender, and the
10 pre-petition (indiscernible) lender. Alter Domus is the
11 agent. I believe both of these entities are represented by
12 Mr. Williamson, who is in the courtroom today.

13 There is a \$20 million secured loan to Air Pro
14 Solutions, which is the back office operating entity for all
15 the Debtors, and is secured by all Debtors' affiliates. The
16 credit facility has a one-to-one roll-up for pre-petition
17 funds, and it's on the changes between the interim and the
18 final basis. So during the interim, it rolls up on a
19 dollar-for-dollar basis of the funds being used, and only \$4
20 million is available on the interim basis. So \$1 million is
21 being used, \$1 million will roll up.

22 THE COURT: Right, as long as the budget's got all
23 \$4 million.

24 MR. KURZWEIL: The budget does have all \$4
25 million, but we might not -- we might not need all \$4

1 million.

2 Upon the entry of the final order, should that be
3 approved by the Court, can the remaining amount of \$10
4 million that hasn't rolled up will roll up immediately upon
5 the entry of that order. But that's subject to a final
6 order.

7 The maturity date of the facility is currently
8 June 16th, 2025. The interest rate is SOFR plus 11.5%, with
9 a default rate of an additional 2%. In addition to expense
10 reimbursement for the DIP agent, and the lender for all
11 reasonable costs related to the loan facility, it carries a
12 3% closing fee that will be included in the outstandings as
13 (indiscernible) and paid for on determination in payment in
14 full of the loan.

15 It's a superpriority of all assets pledged, of
16 Debtors assets pursuant to 364, but the facility is
17 (indiscernible) and is not prime, valid, enforceable, and
18 not avoidable means that are in existence after the petition
19 date. So if somebody has, like, you know, if a party has a
20 first lien that exists today, we're not prime.

21 THE COURT: Do we know if there are any such
22 things?

23 MR. KURZWEIL: Your Honor, we're still checking.
24 There may be minor pieces of equipment here and there, but
25 nothing of any substance in their records.

1 THE COURT: Nothing significant. Very good.

2 (indiscernible)

3 MR. KURZWEIL: The DIP facility has what the Court
4 and parties would expect, it's the usual carve-outs for
5 trustee fees and state professionals. And there's also a
6 specific carve-out for \$460,000 that's cash collateral as
7 opposed to an American Express. However, the DIP loan will
8 have a second (indiscernible) funds that are not reached by
9 the American Express and those cash proceeds. I would like
10 that included in the DIP order, rather than having to do a
11 deposit cap control (indiscernible)

12 The order does contain a lien on avoidance actions
13 and a 506(c) waiver, but both of those are subject to the
14 entry of a final order.

15 It also includes a modification of the order that
16 would stay it for five business days of notice of default to
17 the Debtor (indiscernible) Trustee and any committee which
18 would allow those parties to come in before the Court,
19 should there be something we need the Court to hear. The
20 order also contains the usual stipulations and releases that
21 one would expect in an order of this type by the lender,
22 which is subject to the typical challenge period of 75 days
23 of the petition date, or 60 days from (indiscernible)
24 committee.

25 Your Honor, the Debtor looked for parties other

1 than PIMCO to make this loan, and Mr. Jefferies for that
2 purpose. After contacting other parties, the Debtor was not
3 able to locate a lender who would make a DIP loan to this
4 Debtor on more favorable terms.

5 In further support of the DIP motion, I would like
6 to offer the declaration of Jeff Finger, which can be found
7 at Docket 18. Mr. Finger is in the courtroom, and available
8 for cross-examination. He is a managing director with
9 Jefferies, who helped the Debtor locate alternative DIP
10 sources. If called to testify, Mr. Finger would testify
11 that the Debtor had an immediate need for post-petition
12 financing and access to cash collateral. He would further
13 testify that the Debtor's (indiscernible) reached out to
14 multiple parties to see if they were interested in providing
15 alternative financing,, and all of the parties he contacted
16 said no. He would further testify that under the facts and
17 circumstances of this case, that the facility is fair and
18 reasonable, and was negotiated in good faith and at an arm's
19 length.

20 And with that, Your Honor, I would like to offer
21 the affidavit into evidence of Mr. Finger.

22 THE COURT: All right. Anybody have any
23 objections, or -- considering Mr. Finger's direct testimony
24 by affidavit?

25 Hearing no objection, it is admitted. I will note

1 that in the DIP order, their reference was an affidavit by
2 someone else. So you might want to (indiscernible)

3 MR. KURZWEIL: Your Honor, that may be a
4 (indiscernible) version of the order I've submitted, and
5 (indiscernible) the order. The declarant did change for
6 availability on the next two days, and we will try to update
7 that, and make sure that's (indiscernible) in the order.

8 Your Honor, based on the affidavits of Mr. Hede
9 and Mr. Finger, and the information contained in the motion,
10 we're requesting (indiscernible)

11 THE COURT: All right. Anybody wish to be heard
12 on that (indiscernible)

13 MR. ADAMS: Good afternoon, Your Honor. Very
14 briefly, Jonathan Adams on behalf of the United States
15 Trustee. And as this is the first time we're addressing the
16 Court regarding this matter, I want to give a few
17 announcements as to what we've done in the case so far.

18 First off, we have initiated Committee
19 solicitation. That's out, and so we are hoping to get that
20 done, and the Committee appointed expeditiously. We have
21 discussed with Debtor's counsel when the (indiscernible)
22 would be, and (indiscernible) will be on April 22nd, at 1pm.
23 And then we'll announce for all parties that this will be a
24 (indiscernible) case, so the governing rules will apply.

25 Your Honor, with respect to the DIP motion, we

1 have had extensive discussions with the Debtor's counsel. I
2 do want to say we appreciate Debtor's counsel working with
3 us, and reaching out to us over the weekend, and then
4 yesterday they gave us -- they were very generous with their
5 time, so we appreciate them working with us. When did come
6 to agreement with the language in the motion. Basically,
7 we're asking to reserve rights to the final hearing so we
8 can get (indiscernible) place, and other parts can get here
9 to look at it, but subject to conclusion, that language the
10 United States Trustee does not post.

11 THE COURT: All right. What are we reserving
12 rights for or to?

13 MR. ADANS: Well, I'll speak to the language that
14 we have. But basically, what the language says is that any
15 final order would supersede the interim order, and would
16 allow anyone who wanted to come in and complain between the
17 interim order and final order, therefore to make an
18 objection and be heard, and then the Court's final order can
19 supersede what's in the interim order.

20 THE COURT: Okay. All right.

21 MR. WILLIAMSON: Your Honor --

22 THE COURT: Yes, sir.

23 MR. WILLIAMSON: Yeah, Rob Williamson for the
24 proposed DIP lender, and I think my client is fine with that
25 proposed language. It's my understanding that somebody will

1 read it into the record, just to be clear. It would be
2 notwithstanding any other provision of the interim order,
3 and even when the final order is entered, the terms and
4 conditions of the final order shall control over this
5 interim order. And I believe we're fine with that, and I
6 just wanted to make the point, obviously, whatever advances
7 remain under the interim order would have protections that
8 are available for that. And as I think Mr. Kurzweil
9 mentioned, I think we're only anticipating no more than \$4
10 million during the interim period. So (indiscernible)
11 otherwise, the final award would obviously be done with
12 respect to the DIP loan.

13 While I'm at the podium, Your Honor, I also wanted
14 to, since this is my first time in this case before Your
15 Honor, I wanted to take a moment and introduce you to my co-
16 counsel, Ebba Gebisa, with the Latham & Watkins firm, who is
17 participating by Zoom today. And we appreciate you
18 accommodating out-of-state counsel by Zoom. We're going to
19 be filing pro hac motions for her and some of her colleagues
20 here shortly, and you may be seeing her in court at some
21 point. But maybe not, if things go swimmingly all through
22 the case.

23 So thank you, Your Honor.

24 THE COURT: We would welcome her here anytime she
25 wants to come visit. For today, it's nice to see you on

1 Zoom.

2 All right, anyone else? All right. I just had a
3 few questions, if you don't mind.

4 Things I (indiscernible) maybe normally look for
5 in these interim orders is finding that most of them are
6 subject to entry of a final order, but I just wanted to make
7 sure. So I saw the 552 waiver and the 506(c) waiver. I
8 believe those are both subject to entry of a final order.

9 MR. KURZWEIL: That's correct, Your Honor.

10 THE COURT: As well as the (indiscernible) And you
11 said the lien on the (indiscernible) is also subject to
12 entry of the final order. Is that correct?

13 MR. KURZWEIL: That's correct, yes.

14 THE COURT: Okay. And what about the
15 superpriority (indiscernible)

16 MR. KURZWEIL: No, that -- For the monies lent,
17 for the interim portion of the funds lent, they would be
18 receiving a superpriority for those funds. So the \$4
19 million, and whatever the tentative roll-up is of that, they
20 would be have a superpriority for those funds.

21 THE COURT: All right. I just wanted to make sure
22 I understood that.

23 And so I looked at some of the carve-out
24 (indiscernible) and I know there s a \$10,000 carve-out, I
25 think, for the Chapter 7 Trustee. I assume those are

1 subject to some further negotiation, once there actually
2 (indiscernible)

3 MR. KURZWEIL: Absolutely, Your Honor.

4 THE COURT: Okay. And just for my edification,
5 while we're talking about the number of dollars in the
6 budget, and so it looks like it, unless I'm misreading of
7 the budget, that we're anticipating only advancing \$6
8 million of the \$10 million under the deal? That's what's
9 advanced in the budget.

10 MR. KURZWEIL: Your Honor (indiscernible) this is
11 an interim budget.

12 THE COURT: Sure.

13 MR. KURZWEIL: And the provisions provide for an
14 update of the budget as we go.

15 THE COURT: Right.

16 MR. KURZWEIL: It is expected that some of these
17 numbers will change by the final order, and as we get closer
18 to that hearing, a supplemental budget will be filed before
19 the Court, with more updated -- with more updated numbers.

20 THE COURT: Okay. But if things go the way the
21 budget says, you're going to advance \$6 million
22 (indiscernible) and roll up \$10?

23 MR. KURZWEIL: That could happen, Your Honor, yes.

24 THE COURT: Okay. I just wanted to be sure
25 (indiscernible) just to make sure I understood what we're

1 doing.

2 And then, just two more questions. So there's one
3 line that I couldn't make heads or tails of, and that's
4 (indiscernible) any sort of an ending cash balance in the
5 bank? I can get to that from all the operating numbers
6 (indiscernible) numbers that are being advanced. And then
7 there's something called total operating cash reserves,
8 which appears to always be in the negative, and you just
9 subtract it off as a different number (indiscernible) and I
10 don't know what that is, so (indiscernible) be helpful.

11 MR. KURZWEIL: Your Honor (indiscernible)

12 Your Honor, after a consultation with Mr. Hede,
13 that's just the float that's being recognized there of
14 outstanding (indiscernible) as we go. There's no real debt
15 that will be out there that hasn't been paid yet
16 (indiscernible)

17 THE COURT: (indiscernible) my last question was
18 so in week 12, there appear to be a sales proceeds inflow of
19 \$154 million. Did that make -- Is that the expected results
20 (indiscernible) sales?

21 MR. KURZWEIL: Well, Your Honor, we were hoping
22 for a lot more. But that's as of the stalking horse
23 (indiscernible) that we have currently has similar.

24 THE COURT: Okay. That's what I would have
25 guessed, but I just wanted to make sure (indiscernible)

1 understood what we were talking about.

2 All right (indiscernible) Just bear with me for a
3 second. (indiscernible)

4 You don't happen to have the order handy, do you?

5 MR. KURZWEIL: Your Honor, what I have is a
6 version that does not yet include the language from the U.S.
7 Trustee, or the changing of the declarant on this. But
8 otherwise, this is the (indiscernible)

9 THE COURT: Right. Okay. (indiscernible) I just
10 wanted to ask you about something on it. So (indiscernible)
11 the termination events, which is on page 22.

12 MR. KURZWEIL: Sure.

13 THE COURT: I'm just scratching my head trying to
14 figure out what (indiscernible) It's actually the very last
15 one. The termination or modification in each Debtor's
16 exclusively as the proposal is set forth under the plan of
17 reorganization or liquidation of that letter.
18 (indiscernible) the end in exclusivity, or is it just
19 (indiscernible) so I was just trying to figure out what that
20 (indiscernible) it's on page 22 of the version I have
21 (indiscernible)

22 MR. KURZWEIL: And you want to (indiscernible)
23 Your Honor, which subpart?

24 THE COURT: The very last one. It's --

25 MR. KURZWEIL: Oh.

1 THE COURT: -- termination of (indiscernible)

2 MR. KURZWEIL: Now, we interpreted that
3 (indiscernible) lender's counsel is here, as a termination
4 of modification that is this exclusivity.

5 THE COURT: Very good. But first you've got,
6 "Proposal is set forth under the plan (indiscernible) That
7 seemed a little specific. That's why I thought maybe that
8 referred to something I was unfamiliar with.

9 MS. GEBISA: And Your Honor, this is Ebba Gebisa
10 of Latham & Watkins. I would have to say that we had the
11 same interpretation, but that's just a termination of
12 exclusivity period.

13 THE COURT: All right. All right. That I
14 understand. There were some extra words in the sentence
15 that (indiscernible)

16 Then on page 34, that's page 34 to me
17 (indiscernible) it's actually in section 6, priority to
18 liens, and it goes through and kind of gives you pre-
19 petition priority to liens come first, and then it goes down
20 through everything. And the very last thing is the pre-
21 petition lien shall have priority over any lien upon the
22 pre-petition collateral subject to all these other things.

23 I assume that's subject to the challenge period,
24 that if something came up in the challenge period, that
25 wouldn't be true, right?

1 MR. KURZWEIL: That's correct, Your Honor. It's
2 our understanding that all the liens are subject to a
3 challenge period.

4 MS. GEBISA: Agreed, Your Honor.

5 THE COURT: Okay (indiscernible) challenge period
6 (indiscernible) All right. That does it. Thank you for
7 that, for indulging my questions.

8 But does anybody else wish to be heard regarding
9 the debtor-in-possession financing (indiscernible)
10 Otherwise, looking at the budget, it appears the Debtor
11 definitely needs it. I mean, it's \$2 million a week, it
12 looks like, and appears to be the best financing available
13 to the Debtor at the moment, and is necessary to support
14 this sale and planning process.

15 So I'll (indiscernible) and the Court will approve
16 the (indiscernible) present the order as modified by Mr.
17 Adams' language (indiscernible) the affidavit, and whatever
18 other claim that you need to make.

19 MR. KURZWEIL: Very good, Your Honor. Thank you,
20 Your Honor.

21 THE COURT: Proceed.

22 MR. KURZWEIL: Your Honor, at this point, I would
23 like to introduce one of my colleagues from GT, Matt Petrie,
24 who will be handling the rest of the matters before the
25 Court.

1 THE COURT: (indiscernible)

2 MR. WILLIAMSON: Your Honor (indiscernible)

3 jumping in here, do we want to talk about the final
4 hearings? Or do you want to wait until you -- Do you have
5 other matters that would need to be set for a final hearing?

6 THE COURT: Yeah, all -- well, a good number of
7 the orders have a (indiscernible) final hearing.

8 [00:41:00.044]

9 MR. WILLIAMSON: Okay. Thank you.

10 THE COURT: (indiscernible)

11 MR. PETRIE: Good afternoon, Judge. Matt Petrie,
12 from Greenberg Traurig, on behalf of the Debtors.

13 If it's all right with Your Honor, I'm just going
14 to proceed through the agenda in order so I can
15 (indiscernible) motion, to take them in order.

16 THE COURT: Sure.

17 MR. PETRIE: So Agenda item number 2, Docket
18 number 7, this is the creditor (indiscernible) motion, but
19 we have three different forms of relief here. The first is
20 to file a consolidated creditor matrix. The rule is
21 (indiscernible) to each creditor, and in lieu of filing, the
22 matrix will adopt it. The Debtors estimate that there are
23 thousands of potential creditors, and as far as interest,
24 and then (indiscernible) with the matrix (indiscernible)
25 will be exceptionally burdensome. You can give a list of

1 creditors that may be consolidated and used efficiently to
2 provide this as part of your notice and other similar
3 documents, and the matrix will be provided to you in
4 (indiscernible) format, as far as an interest
5 (indiscernible) requested.

6 The claims noticing agent has already prepared a
7 consolidated creditor matrix list, and will proceed
8 (indiscernible) to have this. We did receive one comment
9 from the U.S. Trustee I think that's related to the matrix,
10 and it was essentially clarifying that the limited service
11 list provided for the complex case procedures will be used
12 here, and that we'll be submitting no less frequently than
13 the updated (indiscernible)

14 The second request is a request to redact the home
15 addresses of individual creditors and parties of interest
16 (indiscernible) lists from publicly viewable versions of the
17 consolidated creditor matrix. The individuals will still
18 receive service, their name will be listed on the affidavits
19 of service, but any other identifying information, such as
20 addresses, will be redacted. We understand this information
21 could be in the past. There are examples where it could be
22 used to replicate identity theft, or (indiscernible) and we
23 think it's in the best interest of creditors that their
24 contact information for individuals (indiscernible)
25 employees be redacted from any of the service lists.

1 THE COURT: That makes sense.

2 MR. PETRIE: The third request for relief in this
3 motion relates to customer-releasing procedures. We're
4 asking that we be authorized to serve individual customers
5 by email, to the extent that there is an email address that
6 the Debtor has on file, and to maintain a separate service
7 list of the customer creditors that would protect
8 confidentials. We estimate there are 200,000 or more
9 current or former customers who need to receive service in
10 these cases, and the Debtors have email addresses for
11 approximately 80% of them. So due to the substantial number
12 of current and former customers, it would be cost
13 prohibitive to mail them, send them by hard copy as opposed
14 to email, and we believe that they can be reached probably
15 more efficiently by email, and more likely.

16 We understand that the U.S. Trustee, had some
17 comments to that, that we've agreed to add to the order, and
18 that's that we will use these customer (indiscernible)
19 procedures unless there is a dispute as to the liability or
20 amount between the Debtors and an individual customer, or if
21 the Court orders otherwise.

22 THE COURT: Okay. I have one question about that,
23 but (indiscernible) First, you said you have email addressed
24 for about 80% of them. Does that mean the other 20% will
25 get service by mail?

1 MR. PETRIE: Yeah, correct. To the extent we
2 don't have an email address, we will be serving by mail to
3 the address that we have.

4 THE COURT: Okay. And then I looked at the
5 (indiscernible) sent me some changes to the order today, and
6 one of them referred to the limited service list, which I
7 think was the U.S. Trustee's insertion into the order. And
8 there is a sentence in there that I think is supposed to
9 coordinate between the limited service list paragraph, and
10 the paragraph you have that talks about serving your
11 customers by email, but I can't figure out from what the
12 sentence says which one it's supposed to control. I think
13 it's supposed to say which one controls, but it's not
14 obvious to me what it means, or which one it intends to have
15 control.

16 It's a sentence (indiscernible) paragraph 8, which
17 refers back to paragraph 6.

18 MR. PETRIE: All right. I understand. Right. So
19 yeah, the customer service list paragraph should control. I
20 think that was the intent there, is that the authority to
21 serve the customer service doesn't mean that the
22 confidential service list will control. So we can make that
23 clarification in paragraph 8(b)(3.)

24 THE COURT: Okay. And so there's a
25 (indiscernible) I don't think they made it quite clear

1 enough which one is supposed to control over the other
2 (indiscernible)

3 All right. Is that all you have on the noticing
4 motion?

5 MR. PETRIE: Yes, Your Honor.

6 THE COURT: Okay. Does anybody else wish to be
7 heard with regard to the motion?

8 MS. KOLBA: Good afternoon -- Yes, Your Honor.
9 Good afternoon, Your Honor. Lindsay Kolba, on behalf of the
10 United States Trustee.

11 We have had significant conversations with
12 Debtors' counsel regarding this. I think one of the
13 sticking points for the United States Trustee is under the
14 rules, under Federal Rules Bankruptcy Procedure 1007, the
15 Debtor is required to file a list of creditors that includes
16 the name and address for each of those creditors. The
17 Debtor has made just a general request, a blanket request
18 that any individual should not have their name and address
19 disclosed in the schedules that will be filed.

20 This appears to be contrary, again, to Rule 1007,
21 and they've made their request under Section 107 of the
22 Bankruptcy Code. We believe that the Debtor's request to
23 seal, essentially seal all of the individual addresses is
24 overly broad. They have not demonstrated that -- any cause
25 for granting that relief. To the extent that the Debtor is

1 aware of any particular individual that may suffer some sort
2 of irreparable harm or what have you by having their name
3 and address disclosed in the schedules, the United States
4 Trustee obviously wouldn't oppose that address being
5 redacted from the documents that are publicly filed. But
6 unless and until the Debtor makes a more substantial showing
7 that this general relief should apply to all, potentially
8 200,000 individuals that could be listed, the United States
9 Trustee is opposing that request.

10 We did agree that service by email would be
11 appropriate in certain of these circumstances. We did say
12 that to the extent that there is an individual creditor
13 where there is dispute, again, as to liability or amount,
14 that those individuals would continue to receive service by
15 mail, but everybody else could receive service by email.

16 So I think the only issue that we have left
17 outstanding between us is whether the Debtor should be
18 required to list the names and addresses of all the
19 individual creditors, as Rule 1007 would require.

20 THE COURT: And that's listed on where?

21 MS. KOLBA: Pardon?

22 THE COURT: In a list of creditors filed with the
23 Court? Is that (indiscernible)

24 MS. KOLBA: Yeah, so the rule says that the Debtor
25 must file with the petition a list containing the name and

1 address of each entity included or to be included on
2 Schedules D, E/F, G, and H of the official forms. And
3 they're asking to not have to include those addresses.

4 And their request appears to be made under Section
5 107, but again, I don't believe that the motion or the
6 presentation of counsel today satisfies the requirements of
7 Section 107 with respect to each individual that could
8 potentially be listed in the Debtor's schedule.

9 MR. PETRIE: Your Honor, I guess a couple of
10 points. First, for some of the individual creditors, for
11 example on the top 30 list, if there is an individual
12 creditor, their individual address has already been
13 disclosed there for the substantial creditors. For the
14 others, for example employees. The Debtor is
15 (indiscernible) 600 employees. I think if we wait until we
16 know a specific incident where it could be an issue, at that
17 point it's too late. The Court has -- courts regularly
18 grant this type of relief as a protection to the individual
19 creditors, including this Court in the (indiscernible) case,
20 and (indiscernible) Delaware, in the franchise group case,
21 that some relief was granted where individual contact
22 information was redacted.

23 We're not asking to keep their identities
24 confidential. They'll still be listed on an affidavit of
25 service, they'll still be listed by name in schedules, to

1 the extent that there are creditors. We're just asking to
2 be able to redact their contact information.

3 THE COURT: Right. And in the (indiscernible)
4 case, I think they were elderly people in nursing homes,
5 which might be a little bit different.

6 MR. KURZWEIL: Your Honor, if I may? Your Honor,
7 this is a, as we pointed out, this is a sale case where the
8 ABAs that are going to be filed all provide, and this will
9 be filed today with the Court, an assumption of all the
10 customer claims. So all the customers will be completely
11 taken care of when these asset purchase agreements close.

12 We also have relief here whereby the prior list is
13 going to our noticing agent. (indiscernible) will be
14 maintaining this list of 185,000-plus customers, and over
15 700 employees. This is solely for the protection of the
16 customers. This is -- and the employees. As anybody who
17 wants this information later on, if they can't work
18 something out with the Debtor, they can certainly come
19 before the Court to ask for those addresses. But in
20 positioning, these consumers, these individuals, with having
21 personally identifiable information made part of the public
22 record is something that the Debtor feels very strongly
23 about.

24 And although (indiscernible) there was, as the
25 Court I think points out, they were older, we don't know the

1 age of these people. I'm sure some are elderly, some may be
2 minors in this. We don't know the age of any of these
3 people. The right thing is to protect their personally
4 identifiable information. It's not going anywhere, it's
5 going to be held by (indiscernible) they have it, it's
6 available should anybody want to see it before the Court,
7 and have a reason to see it. But putting it out there in
8 the public domain puts them all at risk, and also puts what
9 is really the key of this case, the key value here, the
10 customer's names and addresses, and the customer lists out
11 there. That's certainly something that we feel very
12 strongly about.

13 THE COURT: Okay. So let me as you
14 (indiscernible)

15 MS. KOLBA: And Your Honor, Lindsay Kolba --
16 sorry. Lindsay Kolba, on behalf of the United States
17 Trustee.

18 The United States Trustee has not objected to the
19 customer list remaining confidential. We have simply
20 requested that to the extent that any creditors will be
21 listed in the schedules, that those addresses -- And so I
22 think we're really talking mostly about the employees at
23 this point. From our discussions with Debtor's counsel, we
24 understand that there might be a small subset of customers
25 that maybe do small amounts of money in the ordinary course

1 of business. But the United States Trustee has not opposed
2 the Debtor's request to keep the customer list confidential,
3 and to follow the procedures that were outlined in the
4 motion, with respect to the customer list, and service of
5 the individuals that appear on that list.

6 But to the extent that there are creditors that
7 would not fall into the subset of customers, the United
8 States Trustee is suggesting that those names and addresses
9 do need to be listed.

10 MR. KURZWEIL: Your Honor, the other valuable
11 asset here is the technicians who operate these. They are
12 in demand. Your Honor, there is nothing that any competitor
13 would like other than acquiring all these technicians.
14 There's no reason, again, Your Honor, that this should be in
15 the public record. They're not -- they're not predators.
16 If Your Honor (indiscernible) they're going to be paid in
17 full, should the Court approve the employee motion
18 (indiscernible) here today. There's no reason also that
19 they should be subjected to having their names and their
20 addresses in this type of record of this --

21 THE COURT: So would they be included? I guess --
22 Would they be included in the schedules (indiscernible) I
23 guess maybe creditors (indiscernible)

24 MR. KURZWEIL: (indiscernible)

25 THE COURT: If we're talking about employees,

1 we're talking about customers, I assume there are other
2 individuals who are creditors. Are we talking about those
3 people also, or --

4 MR. KURZWEIL: No, Your Honor (indiscernible) just
5 from the top 30, their names have already been disclosed.
6 If they're a litigation party, or have a direct
7 (indiscernible) claim against the Debtor they asserted, this
8 is not trying to protect them.

9 THE COURT: Okay. So you're just talking about
10 customers and the employees.

11 MR. KURZWEIL: That's correct, Your Honor.

12 THE COURT: All right. (indiscernible) It seems
13 to me, Ms. Kolba, the Debtor has -- I don't know, enunciated
14 a, I think, valid reason for certainly not wanting to put
15 down the names of all their employees at a time when they
16 would be vulnerable to poaching. And as for their customers
17 (indiscernible) I don't know if they're creditors or not,
18 but it sounds like their agreements are going to be assumed,
19 and in the meantime, putting their names and addresses in
20 the public record probably puts them at some risk. So I'm
21 going to grant the Debtor's motion, and overrule the
22 objection.

23 MR. PETRIE: Thank you, Your Honor.

24 The next item on the agenda is Agenda item number
25 3, the schedules and statements motion. The Debtors are

1 asking for an additional 15 days to file their schedules and
2 statements, and that would be a total of 29 days, through
3 April 14th. One of the processes, I understand that
4 according to the (indiscernible) process of compiling all
5 the information and putting that together, however
6 (indiscernible) the size of the case is, all the attention
7 that's required to prepare for these cases, we may need a
8 few additional days. So we're asking, in an abundance of
9 caution, for an extra 15 days to do that.

10 THE COURT: All right. Any objection to that?

11 MS. KOLBA: Good afternoon, Your Honor. Lindsay
12 Kolba, on behalf of the United States Trustee.

13 We have no opposition to the Debtor's request to
14 extend the time to file the schedules, but we have advised
15 the Debtor that to the extent that they request any further
16 extensions, or we get to a point where we're extending the
17 deadline past the 341 date, that it may affect certain
18 timing in the timeline that might be proposed with the DIP
19 procedures order. But in our conversations with Debtor's
20 counsel prior to today, they've advised they're not
21 anticipating needing to seek any further extensions. And so
22 the requested extension isn't problematic, given that we're
23 expecting to hold the 341 meeting in these cases on April
24 22nd.

25 THE COURT: Okay. Let me ask, so I drew up a

1 schedule that you all proposed requires a final hearing on
2 or before I think April 16th. Do those two days allow folks
3 to sort of digest that information to the extent they wish
4 to use it to propose whatever final relief? Is that enough
5 time, do you think? It is enough time for the 341, but the
6 341 is (indiscernible) at least your present deadline for
7 the final hearing.

8 MR. PETRIE: Your Honor, I'm not sure there's
9 going to be anything in the schedules that will necessarily
10 impact the notion to file order on these (indiscernible)

11 THE COURT: Well, it will be a lot of information
12 about the Debtors that you all presently have
13 (indiscernible) but I don't know what they'll learn, because
14 we don't know what's in the schedule.

15 MR. WILLIAMSON: Your Honor, can I ask for a
16 clarification from Ms. Kolba?

17 Was that April 22nd that is going to be the 341
18 meeting?

19 THE COURT: Yes. That's correct.

20 MR. WILLIAMSON: Okay. Thank you.

21 THE COURT: I think that's what she said --
22 Actually, I think that's what Mr. Adams said.

23 MR. KURZWEIL: Your Honor, it would be routine in
24 cases of this type, to have this type of extension in these
25 complex cases. This is a time period that usually takes

1 place in cases usually all across the United States, where
2 two weeks in Delaware, two weeks are in the rules that for
3 automatically granted here. Certainly, Your Honor --

4 THE COURT: I'm just trying to coordinate it with
5 our hearings getting rolling.

6 MR. KURZWEIL: Certainly, Your Honor. If it is an
7 issue, at the time that there is something heard before the
8 Court that the party feels they don't have adequate
9 information, and wasn't able to obtain that information for
10 the Debtor, we could certainly make accommodation for that,
11 and we'll certainly cooperate with any party that's looking
12 for information. We do not believe it's going to interfere
13 with anything, as Mr. Petrie pointed out, on anything that's
14 pending before the Court, or any information in the
15 schedules that's going to be necessary for anything else
16 that's pending. And certainly, way prior to the 341, and
17 prior to any anticipated sale hearing in this -- sale
18 hearing in this case, we do not anticipate that being an
19 issue at all.

20 And we don't see how it would interfere with a
21 final order on financing, or a final order of any of the
22 matters that are currently before the Court (indiscernible)
23 final at that time.

24 THE COURT: Okay. (indiscernible) schedule these
25 hearings, but I would prefer to give folks at least a day or

1 two to look through the schedules. For example, if they
2 disclose a whole bunch of transfers that people might be
3 interested in, I guess they're there when they need it, and
4 even before the hearing, so --

5 And maybe we should talk about the schedule of
6 that hearing, our next hearing while we're thinking about
7 all of that. But I think your timeline has the final order
8 on or before April 16th, if I'm remembering that right.
9 When were you thinking -- Were you thinking to have the
10 hearing right around that time?

11 MR. KURZWEIL: Your Honor, in order to keep the
12 case moving when we're subject to the Court's calendar, we'd
13 like to have the hearing, if the Court is available, on
14 Friday, April 11th. We are, Your Honor, as you mentioned
15 earlier, filing big procedures also, and if the Court
16 (indiscernible) the Debtor, and the Court was available,
17 we'd prefer the 10th or 11th, or at the latest, you know,
18 April 14th (indiscernible) between the two, if the time is
19 needed.

20 THE COURT: Right. So I am out the 7th through the
21 9th, and then I've got something else going on on the 10th
22 that may require a recovery on the 11th. So the 11th would
23 be challenging, but the 14th is past (indiscernible) Is that
24 a problem?

25 MR. KURZWEIL: Your Honor, being Jewish, I believe

1 I don't believe it's one of the days that are heavily
2 observed through the Seder. That's usually the first two
3 nights, which ends up on a Saturday and Sunday night
4 (indiscernible)

5 THE COURT: All right. All right (indiscernible)
6 I have the 14th available, if that's what --

7 MR. PETRIE: That will work for the Debtor's.

8 THE COURT: Okay. We can start at whatever time
9 you want. If you want -- if people want to do it in the
10 morning, that's fine with me. If you want to do it in the
11 afternoon (indiscernible) folks who are traveling, if
12 they're coming on the same day, we could start at 1:00
13 again. Whatever. Whatever is easier.

14 MR. KURZWEIL: Your Honor, with the anticipation,
15 I know (indiscernible) pending, of DIP (indiscernible) start
16 in the morning, it looks like it may be a full day and a
17 full calendar that day.

18 THE COURT: Okay. And that's absolutely fine.
19 9:30, 10:00?

20 MR. KURZWEIL: 10:00?

21 MR, WILLIAMSON: Would the be in Atlanta, or in
22 Newnan, Your Honor?

23 THE COURT: What would you prefer? I mean, it's a
24 Newnan case, and I generally prefer to have (indiscernible)
25 hearings here. But if you think --

1 MR. WILLIAMSON: We certainly will go wherever
2 Your Honor schedules the hearing for. (indiscernible)
3 probably out of state counsel might prefer Atlanta, and as I
4 have explained to them, the airport is south of that city,
5 and about equal distance between Atlanta and Newnan.

6 THE COURT: Right.

7 MR. KURZWEIL: (indiscernible) Your Honor, Atlanta
8 may be easier for those who need hotels to stay at the night
9 before, and more access closest to the offices. We love
10 being down here, and we love to have hearings down here,
11 but (indiscernible)

12 THE COURT: Let's see (indiscernible)

13 MR. ADAMS: I thought I had muted that. Sorry,
14 Your Honor.

15 THE COURT: All right. We'll do April 14th, 10:00
16 in Atlanta?

17 THE COURT CLERK: And Your Honor (indiscernible)
18 that will also be a hybrid hearing. Correct?

19 THE COURT: Correct.

20 You're going to be busy that day, if you're going
21 to file all those schedules (indiscernible) two weeks is
22 about, as you point out, a sort of a minimum extension to I
23 guess working through that as well.

24 MR. PETRIE: Thank you, Your Honor.

25 Moving on to the next agenda item, number 4, this

1 is the client agent retention application. The Debtors are
2 seeking to retain Kurtzman Carson Consultants, doing
3 business as Verita Global, as their claims noticing and
4 solicitation and administrative agent in these cases. Based
5 on the number of parties of interest and creditors, which we
6 know are tens of thousands if not hundreds of thousands,
7 that I believe retaining a client (indiscernible)
8 solicitation agent is appropriate, and the most efficient
9 means of providing notice of administrative claims in these
10 cases. This is also consistent with the most complex case
11 procedures, and contemplated by them.

12 (indiscernible) Verita is one of the leading
13 Chapter 11 administrators, with substantial experience in
14 complex Chapter 11 cases, and has served in that capacity in
15 this district as well. And for the application, the Debtors
16 have submitted the declaration of Evan Gershwin from Verita
17 as Exhibit A to the application, and I understand Mr.
18 Gershbein is on Zoom, to the extent necessary that anyone
19 would like to cross-examine him, and we would request entry
20 of the declaration into evidence.

21 THE COURT: All right. Any objection to Court's
22 consideration of that declaration?

23 Hearing none, it is admitted.

24 Any objections to this motion?

25 MS KOLBA: Your Honor, Lindsay Kolba, on behalf of

1 the United States Trustee. We did work with Debtor's
2 counsel, and we requested some minor, what we believe to be
3 minor changes to the proposed order. And we did reach an
4 agreement with respect to those changes, and I would assume
5 that Debtor's counsel will be submitting that updated order
6 to the Court after the hearing today.

7 MR. PETRIE: That's correct. The language, just
8 for the Court's reference, we agreed that without further
9 order of the Court, or bringing the U.S. Trustee on notice
10 of hearing, that we aren't talking about opening any
11 accounts, or establishing any accounts on the Debtors'
12 behalf.

13 THE COURT: Okay.

14 MS. KOLBA: And then, Your Honor, we had requested
15 the motion that was filed with the Court did reference the
16 services agreement that was attached, as well as a fee
17 schedule attached to the services agreement that was not
18 filed with the Court. We did ask that the Debtor provide a
19 copy of that to our office. We did receive that, and we had
20 an opportunity to review that. So to the extent that the
21 Court needs to see it, I believe the Debtor would need to
22 supplement the motion.

23 And then, we also requested that the Debtor agree
24 that to the extent there's any indemnification, it would
25 flow to only negligence and misconduct, rather than gross

1 negligence and willful misconduct, and the Debtor did agree
2 to make that change in the proposed order.

3 THE COURT: I think I saw that change in the
4 (indiscernible) they circulated earlier today. And I don't
5 think a supplement of the application is necessary. Verita
6 (indiscernible) agent in my other complex case, so I'm quite
7 familiar with their (indiscernible) and they're subject to
8 changes requested by the United States Trustee's office, so
9 I'll grant the motion.

10 MR. PETRIE: Thank you, Your Honor. We will
11 submit the revised order.

12 Next is the cash management motion. That's Agenda
13 number 5, Docket number 11.

14 There are a couple clarifications from what was
15 filed in the motion. The Debtor (indiscernible) frozen
16 accounts with three banks. The primary operating accounts
17 are with Bank of America and PNC Bank. There's also one
18 account with (indiscernible) National Bank that is solely a
19 collateral account for -- it's secured through a letter of
20 credit, and issued by (indiscernible) National Bank for the
21 benefit of one of the Debtor's insurers.

22 The motion references five accounts with Chase,
23 which are not active, and I understand are closed now, so
24 those are no longer active accounts.

25 We received a comment from the U.S. Trustee with

1 respect to the proposed order, and we had asked to waive the
2 requirements of Section 345(b.) Based on the comments from
3 the U.S. Trustee, we have amended the order to provide that,
4 you know, the deadline of 30 days to come into compliance
5 with 345(b.) We believe that's really only going to apply
6 with respect to the (indiscernible) National Bank account.

7 The Debtor also maintains several corporate card
8 accounts in connection with their business, and that
9 includes an American Express account that they used for
10 purchasing equipment and materials for customer
11 installations. There's a PEX card account, which is
12 effectively a pre-funded debit account that's used for the
13 same purpose, and that's used by Debtor's (indiscernible)
14 and Air Pros in the same way. And the Debtors have WEX fuel
15 cards that are used by employees to purchase fuel. These
16 cards are critical to the timely acquisition of materials
17 (indiscernible) for business, and the Debtors are asking the
18 Court if they may continue using those corporate cards in
19 the ordinary course of business, including satisfying any
20 claims in case flows.

21 As a part of their cash management system, the
22 Debtor also accepts payments from customers with credit
23 cards, pursuant to merchant service agreements with the card
24 processors. That requires payment of fees to the card
25 processor by the Debtors, and typically those are satisfied

1 by the card processors withholding those fees from the
2 amounts that are remitted to the Debtors, and we are seeking
3 authority to continue that practice post-petition.

4 And then finally, with respect to intercompany
5 transfers, the Debtors maintain records (indiscernible) can
6 do so going forward, and we can reconcile those on a monthly
7 basis.

8 So unless the Court has any questions, we would
9 ask that the internal order be granted.

10 THE COURT: Does anybody else wish to be heard
11 (indiscernible) this motion?

12 MR. ADAMS: Good afternoon, Your Honor. Jonathan
13 Adams, on behalf of the United States Trustees.

14 As Debtor's counsel indicated, we did ask for some
15 changes in the language of the order (indiscernible) related
16 to section 345, as Debtor's counsel noted, most of the bank
17 accounts that the Debtor has (indiscernible) with their
18 office. And so it should be a seamless transition. That's
19 why the Debtor is given 30 days to get it into compliance
20 with 345 (indiscernible) waiver, take care of that in the
21 final order most likely.

22 And with respect to the other aspects of cash
23 management, the United States Trustee does not oppose.

24 THE COURT: All right. Anyone else?

25 All right. And I saw the changes with respect to

1 the 345 in the revised order that was circulated this
2 morning. I'll (indiscernible) and in the absence of any
3 other objection, I will approve that motion.

4 MR. PETRIE: Thank you, Your Honor, and we will
5 submit that order as well.

6 Next on the agenda is number six, that's Docket
7 number 12. This is a customer programs motion. The Debtors
8 are requesting authority to continue to administer their
9 customer program in the ordinary course of business,
10 consistent with their pre-petition practices. The Debtors
11 maintain various customer programs to market their services,
12 and obtain and retain customers. That includes installation
13 and service warranties, whole home warranties with respect
14 to Debtor East Coast Mechanical. There's a membership
15 program and third-party financing, as well as refunds and
16 rework.

17 And as discussed in the initial presentation, the
18 Debtors operate through several different business units, so
19 these programs are not necessarily the same for each
20 business unit. They vary in the specific terms, but in
21 general, these are the types of programs that the Debtors
22 offer. For example, the warranty program, the Debtors offer
23 guarantees or warranties for labor and equipment,
24 installation, and repair. That may include a standard terms
25 and conditions warranty of 30 to 90 days, or an extended

1 labor warranty of 10 to 12 years.

2 Under the Debtor's membership programs, customers
3 can purchase maintenance plans which provides for discounted
4 services, and priority for future services. Under the ECM
5 extended home services program, Debtor East Coast Mechanical
6 operates in certain parts of Florida. The plans are
7 customizable, typically cover repairs and maintenance on
8 home appliances and systems. And the home services program
9 agreements are for an initial one-year term, but they can be
10 renewed on a yearly basis by agreement between ECM and the
11 (indiscernible) customer.

12 The Debtors also offer flexible payment options
13 through third-party financiers so that the customer can
14 finance the cost of installation and services. The loan
15 amount is typically funded directly to the Debtor from a
16 third-party lender on behalf of the customers, less any fees
17 that the Debtor may owe to the lender for those services.
18 The Debtors do not have any direct liability for the
19 underlying loans that are owed to customers.

20 Additionally, the Debtors offer refunds to
21 customers where appropriate, and that includes sometimes
22 returning deposits or overpayments for general customer
23 satisfaction concerns. And occasionally, the Debtors will
24 receive customer requests for rework on a recent
25 installation or service. Of minor customer concerns,

1 customers are not charged for any additional calls. If the
2 rework is material, or with respect to material issued, that
3 will be addressed in (indiscernible) programs.

4 The Debtors believe it's critical that they
5 continue to administer their customer programs
6 uninterrupted, including satisfying pre-petition obligations
7 and connections with other programs because any inability to
8 honor programs could result in the destruction of goodwill
9 and lost customers, which would be disastrous at this point
10 in the case.

11 So unless the Court has any questions, we would
12 ask that the (indiscernible)

13 THE COURT: And I assume that we're talking about
14 a sale case here, that it's the Debtor's intention at least
15 to have the buyers assume these obligations (indiscernible)
16 the sales of their various business units.

17 MR. PETRIE: That is correct.

18 THE COURT: That's what I thought. Otherwise,
19 you've got to take care of your customers. If you don't
20 take care of your customers, you have no customers.

21 Anybody else wish to be heard regarding this
22 motion?

23 MR. ADAMS: (indiscernible) Jonathan Adams on
24 behalf of the United States Trustee. The United States
25 Trustee has reviewed the motion and the interim order, and

1 does not oppose it. Prior to the entry of the final order,
2 we will seek additional documentation regarding the scope of
3 liability on the (indiscernible) just so we can get our
4 heads around what we're talking about (indiscernible) on the
5 interim basis, we are not opposed.

6 THE COURT: Very good. Anyone else?

7 All right. The Court will approve the motion
8 (indiscernible)

9 MR. PETRIE: Okay, Your Honor, we will
10 (indiscernible) order.

11 Next is the Debtor's insurance and surety bond
12 programs motion. This is Docket number 13.

13 The Debtors maintain an insurance program with
14 comprehensive coverage which includes auto liability
15 (indiscernible) officers liability, general liability,
16 property liability, and workers' compensation. Total annual
17 premiums for the 2024-2025 period were approximately \$2.2
18 million. The Debtors financed all the premiums except for
19 the (indiscernible) policy. And the Debtors are seeking to
20 continue the (indiscernible) financing arrangement,
21 including authority to make the final installment payment
22 under that agreement, which is in the amount of \$276,000 --
23 sorry, \$276,736.78. The U.S. Trustee's request included
24 that amount as a cap to the amount that they be paid under
25 the (indiscernible) finance agreement in the interim order.

1 Similarly, the Debtors also are required to obtain
2 surety bonds in the various areas where they operate in the
3 municipalities, state, and federal governments. They have
4 approximately \$450,000 of surety bond coverage, and as of
5 the petition date, about \$3,500 in outstanding unaccounted
6 surety bonds were recently procured.

7 Unless the Court has any questions, we would ask
8 that the Court grant the motion, and (indiscernible) the
9 interim order.

10 THE COURT: All right. Anybody wish to be heard
11 with regard to this matter?

12 MR. ADAMS: Again very briefly, Jonathan Adams on
13 behalf of the United States Trustee.

14 And as Debtor's counsel has indicated, we did ask
15 for the cap language, and which the Debtors graciously
16 agreed to, so we appreciate that. And subject to that
17 language, the United States Trustee does not oppose.

18 THE COURT: Okay. Very good. I saw the cap
19 language in the version that was circulated earlier this
20 morning, so it looks like it's taken care of there. In the
21 absence of any other objection, the Court will approve the
22 motion (indiscernible) order.

23 MR. PETRIE: Thank you.

24 Next, Agenda number 8, this is Docket number 14.
25 It's the taxing and regulatory fees motion.

1 The Debtors pay a number of taxes and regulatory
2 fees, which includes income and franchise taxes, sales and
3 use taxes on account of equipment and parts that are
4 utilized in customer installations, personal property taxes,
5 as well as license fees and certifications for servicing and
6 maintaining and disposing of HVAC equipment, and fees on
7 account of permits that the Debtors are required to obtain
8 from state and local government authorities in order to
9 perform installation services for customers. The Debtors
10 are seeking authority to continue paying their taxes and
11 regulatory fees through the ordinary course of business,
12 including any amounts that may be with respect to the pre-
13 petition period.

14 We made one revision to the proposed order, which
15 should have been reflected, I believe, in the orders that
16 were submitted to the Court this morning. It just clarifies
17 that the relief in the interim order is internally
18 (indiscernible)

19 THE COURT: Okay. Anybody else wish to be heard
20 regarding this motion? Mr. Adams?

21 MR. ADAMS: Thank you, Your Honor. Again,
22 Jonathan Adams on behalf of the United States Trustee.

23 And yes, we did ask for the language
24 (indiscernible) to put a little bit of a cap on there. We
25 understand the Debtor needs to pay taxes. We just want to

1 make sure that we're preserving all rights, and we're
2 (indiscernible) the case. Thank you, Your Honor.

3 THE COURT: All right. Very good. Anyone else
4 wish to be heard regarding this motion?

5 In the absence of any other objection, the Court
6 will approve the motion.

7 MR. PETRIE: Thank you.

8 Next, Agenda number 9, this is Docket number 15.
9 This is the utility adequate assurance motion. The Debtor
10 required a number of utilities that are critical to their
11 operations, including electricity, water, phone
12 (indiscernible) internet (indiscernible) the cases. The
13 average monthly amount for utilities was \$128,743. The
14 Debtors will continue to pay utility providers through the
15 ordinary course of business post-petition. As adequate
16 assurance of payment, the Debtors are proposing to deposit
17 50% of their average monthly amount into a segregated
18 account as adequate assurance for the payment of the utility
19 providers.

20 The proposed motion -- or I'm sorry, the motion of
21 proposed order also included procedures by which a utility
22 provider can make a request for additional assurance if the
23 initial amount is (indiscernible) adequate, and it sets
24 forth the notice of objection period, and an opportunity for
25 parties to (indiscernible)

1 We did receive some comments from the U.S. Trustee
2 to clarify a couple of points. Some of them were reflected
3 this morning. There was some inconsistency from the
4 procedures themselves in a separate order paragraph, so
5 rather than stating those out a second time, we simply
6 referred the order back to the adequate assurance procedure
7 so that it's all consistent.

8 We also received another comment this morning that
9 we're including that was not reflected, and that would be
10 that to the extent the amount in the adequate assurance
11 account is amended, or changes (indiscernible) in the case
12 based on the change in utilities, we will file a notice on a
13 monthly basis that the case has changed, and what the
14 current balance is of the account.

15 Unless the Court has any other questions, we would
16 ask that the Court grant the motion.

17 THE COURT: All right. Anybody wish to be heard
18 in regard to this motion?

19 MS. KOLBA: Your Honor, Lindsay Kolba on behalf of
20 the United States Trustee. I appreciate Debtor's counsel
21 summing everything up. It's making this go very quickly.

22 But the reason that we requested that they file
23 that notice with respect to any changes in the utilities is
24 just to assist the United States Trustee in monitoring that
25 account balance, and making sure that it is consistent with

1 the amounts that are required to be on deposit, pursuant to
2 both the motion and the order, what's been proposed. And
3 then to the extent that there are any changes either due to
4 termination of utilities, or if somebody makes a request for
5 additional deposit, that we're just aware of what the amount
6 should be on deposit so again, the United States Trustee can
7 monitor that, and the Debtor has agreed to that procedure.

8 THE COURT: Okay. And this is interim approval of
9 these procedures, and we'll have a final hearing about this.

10 MR. PETRIE: Correct?

11 THE COURT: Am I right about that?

12 MS. KOLBA: Yes, Your Honor.

13 THE COURT: Okay. (indiscernible) the procedures,
14 and making the deposit is -- well, I guess, belongs to the
15 utilities first. I saw some reference (indiscernible) with
16 the VIP financing and such. And I guess it would make
17 sense, that this is going to be security for the utilities
18 that (indiscernible) first, and then if there's anything
19 left over, they go back to the VIP lender, I guess.

20 MR. PETRIE: That is the intent, Your Honor.

21 THE COURT: All right. Good. I thought that's
22 what it said, but I wanted to make sure I understood that
23 correctly.

24 All right. And otherwise, anybody else wish to be
25 heard regarding this motion?

1 Hearing none, I will approve that on an interim
2 basis, and (indiscernible)

3 MR. PETRIE: Thank you. Your Honor. That will be
4 a revised order.

5 The next and last item on the agenda, number 10,
6 is Docket number 16. This is the employee wages motion.

7 The Debtors currently employ approximately 600
8 employees, nearly all of whom are full-time. The employees
9 include highly trained technicians. These are the ones that
10 are going out to the customers, and installing and servicing
11 the HVAC, plumbing, and electrical work. The Debtors also
12 have sales teams, customer service, accounting, IT, and
13 management.

14 All employees are paid on a bi-weekly basis.
15 However, the pay schedules vary between various business
16 units, so they are staggered, and the Debtors have payroll
17 obligations every week, which I understand is every Friday,
18 so the next payroll will be this coming Friday.

19 Approximately \$3 million in pre-petition wages is accrued
20 and owed to employees as of the petition date, and no
21 employee will be entitled to any amount in excess of a
22 statutory cap of \$15,150 per employee.

23 The Debtors also withhold federal, state, and
24 local taxes (indiscernible) proper authorities. They pay
25 Social Security, Medicare, Medicaid taxes, as well as

1 (indiscernible) As of the petition date, the Debtor
2 (indiscernible) approximately \$200,000 (indiscernible)
3 withholding taxes.

4 The Debtors also offer several standard benefits
5 to their employees. I'm not going to go through those all
6 in detail, but it's paid time off, there are health plans
7 for medical, dental, and vision, disability, and life
8 insurance. The Debtors utilized Gallagher Benefits Services
9 to provide consulting services with respect to the employee
10 benefits, and Gallagher is owed approximately \$32,300 as of
11 the petition date.

12 The Debtors also offer a non-insider bonus
13 incentive program. I understand the U.S. Trustee has some
14 questions about that program, so I'm going to go into a
15 little more detail here about what that entails, and offer a
16 clarification of what was in the motion.

17 So there are two aspects to the non-insider bonus
18 program. The first is an incentive program. There are
19 approximately 70 employees across the Debtor's business
20 units that are able to participate in this. This includes
21 revenue targets, and a Google customer review rating score,
22 and these are essentially the qualifying metrics that will
23 trigger an incentive pool. There are additional metrics
24 after that that are then used to quantify how much the bonus
25 pool -- or how much of the bonus pool is going to be

1 available. So for example, if they qualify, the first is
2 this (indiscernible) bonus by hitting their revenue target
3 and customer score, there's then an amount that's calculated
4 that would be the "bonus pool." There are then several
5 metrics that determine what percentage of that pool are
6 attributable to that metric. So if they meet, you know,
7 metric A, B, or C, and those are entitled to 25% of the
8 pool, then the pool is that amount. I'm not sure if that's
9 making sense.

10 THE COURT: (indiscernible)

11 MR. PETRIE: Okay. And then, so from that pool
12 then, that's done on a business unit by business unit basis,
13 and those are eligible for that business unit that share in
14 the pool. It's not necessarily equal shares based on a
15 particular title, or how they determine (indiscernible)
16 someone may be entitled to 10%, someone may be entitled to
17 15% of that. But again, this all requires that the initial
18 qualification be met, the revenue targets and the customer
19 satisfaction reviews.

20 For that program, as of the petition date,
21 approximately \$15,000 is outstanding.

22 The second aspect of the non-incentive insider
23 programs is a standard employee referral bonus, and that's
24 available to any employees. So if an employee refers a new
25 hire, and that new hire is there for 90 days, then the

1 employee who referred them may be entitled to a bonus. And
2 under that program, \$5,000 is outstanding as of the petition
3 date.

4 So the motion had all been lumped together under
5 the \$15,000 amount, so what we're asking is that
6 (indiscernible) that's actually \$20,000, so the amount that
7 is ultimately capped in the interim order we would ask to be
8 increased by an additional \$5,000 to account for that
9 additional amount (indiscernible)

10 THE COURT: All right. I assume the U.S. Trustee
11 wants to be heard with regard to this motion as well?

12 MR. ADAMS: Very briefly, Your Honor. Jonathan
13 Adams, on behalf of the United States Trustee.

14 We do appreciate the additional proffer regarding
15 the bonuses. Given the proffer, given the minimal nature of
16 bonuses, the United States does not oppose that.

17 One other thing I wanted to ask Debtor's counsel
18 about, if you don't mind, Your Honor, I do believe there are
19 two employees that are -- we'll call them insiders
20 (indiscernible) proffer about those, and with that we'll be
21 satisfied.

22 THE COURT: All right.

23 MR. KURZWEIL: You Honor, for the record, David
24 Kurzweil (indiscernible) on behalf of the Debtor.

25 Anthony Perera is the ultimate -- or his family

1 entity is the owner of (indiscernible) owning approximately
2 80% of (indiscernible) in the first affidavit. His brother,
3 Joseph D. Perera is a warehouse technician, he works for the
4 warehouse. He's been employed since June of 2019, he makes
5 \$18 an hour. And his sister, Anthony's sister, Stephanie M.
6 Perera is a customer service representative. She has been
7 working since August of 2019, and she makes \$23.63 an hour.

8 MR. ADAMS: With that, Your Honor, the United
9 States Trustee does not oppose.

10 THE COURT: Okay. Very good.

11 Anybody else wish to be heard in regard to this
12 question? Otherwise, the motion will be granted
13 (indiscernible) order.

14 MR. PETRIE: Thank you (indiscernible)

15 MR. KURZWEIL: Now just one housekeeping matter,
16 if I could? Your Honor had set the dates for the second day
17 (indiscernible) DIP hearings. I believe we also need an
18 objection period to insert into the order. We would suggest
19 that be Friday, Friday the 4th. Which is 10 days prior to
20 the hearing date.

21 THE COURT: All right. How long is that from now?
22 Today is the 18th? Yeah. So like, 17 days from now,
23 roughly?

24 All right. And I know you want some time to work
25 these out, but does it have to be that far in the midst of

1 the hearing?

2 MR. KURZWEIL: Your Honor, then possibly that
3 Monday (indiscernible)

4 THE COURT: Okay. You need a week to
5 (indiscernible)

6 MR. ADAMS: Again, this is one of the
7 (indiscernible) procedure and motion objections
8 (indiscernible) or that's another time?

9 THE COURT: That's -- Well, that hasn't been
10 finalized yet, so I have no comment. (indiscernible)

11 MR. ADAMS: I apologize. Jonathan Adams, on
12 behalf of the United States Trustee, I just want to be sure
13 we were clear as to what deadline we're setting here. I
14 have no issue with the April 7th deadline for the final
15 objections to the (indiscernible) motion.

16 THE COURT: Okay. Very good. Then that, the
17 objection date will be put in the order.

18 MR. KURZWEIL: Yeah. And Your Honor, just to give
19 a little update, I know this is not pending yet, we actually
20 signed up the sixth of the six sales, which we've been
21 negotiating for some time in the car, on the way to the
22 courthouse day, that we do expect that pleading to be filed.
23 We would certainly like that hearing to be on April 14th,
24 with the objection period also on April 7th, the week before
25 that hearing.

1 THE COURT: (indiscernible)

2 MR. ADAMS: And your Honor, we would ask for the
3 full 21 days as to that motion. Your Honor, I think we're
4 early in the case, I understand (indiscernible) a couple
5 more days, to get that full 21 days I think would be
6 reasonable.

7 MR. KURZWEIL: Your Honor, we do have a full 21
8 days for the hearing. If the hearing is out greater than 21
9 days, there is no requirement that the objection period be
10 21 days. And certainly, if somebody needs more, they can
11 come and ask before the Court. But we would ask that the
12 hearing be on April 14th, which is more than 21 days.

13 THE COURT: Yeah, 27 days (indiscernible)

14 MR. KURZWEIL: Yeah, that's correct, Your Honor.
15 And the objection period be April 7th. Certainly, anybody
16 who needs more time can ask Debtor's counsel, if they have a
17 reason for needing more time, which notices will go out for
18 this tomorrow. We don't expect anybody needing more time
19 for this (indiscernible) But it's important to keep that
20 (indiscernible) So we would ask that the objection period be
21 set for April 7th also for (indiscernible)

22 MS. AUFRICHT: Your Honor, we're asking for a few
23 more days. We're asking to go to Wednesday of the same week
24 (indiscernible) under the circumstances, given that we're at
25 day three of the case today, I don't think that's

1 unreasonable (indiscernible)

2 MR. WILLIAMSON: Your Honor, just a point of
3 clarification while (indiscernible) we're just talking about
4 (indiscernible) now, right (indiscernible) these
5 proceedings, it does seem like we have at least that much
6 before the hearing anyways.

7 MR. KURZWEIL: Yeah, I mean (indiscernible) 26
8 days before the hearing, that should -- Your Honor, I'm just
9 going to (indiscernible) this is not the same hearing. This
10 is just a procedures hearing. This is what's going to set
11 up the sale hearing for, you know, for (indiscernible)

12 THE COURT: It is going to, I assume
13 (indiscernible) the stalking horse was at that time?

14 MR. KURZWEIL: That's correct, Your Honor. Your
15 Honor, if it makes everybody happy, why don't we just go
16 with that 341 meeting (indiscernible)

17 THE COURT: (indiscernible) I'd like the deadlines
18 to be the same. So you want to make them the 8th for both?

19 MR. KURZWEIL: No, well, Your Honor, if --

20 MR. WILLIAMSON: There are a lot more people
21 getting confused (indiscernible)

22 MR. KURZWEIL: Then, Your Honor, we would prefer
23 this -- we would prefer the 7th as that. And if anybody
24 comes, you know, certainly they can come to us to see what
25 the issues are.

1 There are six of these, Your Honor. We have a lot
2 of moving parts here, and it's important the we have time to
3 address, you know, address them all timely if objections are
4 filed to any of this. So we would prefer the 7th.
5 Certainly, there's no requirement that it be any later than
6 that. There's no Code requirement for that.

7 THE COURT: Yeah, I mean, I think these aren't the
8 sale procedures (indiscernible) procedures. I think the
9 objection (indiscernible)

10 MR. KURZWEIL: All right. Thank you, Your Honor.

11 THE COURT: I thought you were going to talk about
12 something different, which is, you know, in our complex case
13 procedures, we have a provision for omnibus hearing dates,
14 where we can set dates ahead of time. I thought that's
15 where you were heading (indiscernible) do we need one
16 between now and April 14th? And we can turn (indiscernible)

17 MR. KURZWEIL: I don't know that we do yet, Your
18 Honor. You'll recall the Deputy Clerk was kind enough to
19 point that out before we started today. If we do, maybe we
20 can just follow up with the Clerk for setting a hearing.
21 There are a number of pleadings that we do expect to file.
22 We are not seeking to do anything on this case, other than
23 today, on an expedited basis, but certainly, we want to move
24 the case along. It's certainly important for the stability
25 of the businesses, and for the APA counterparties to be able

1 to get the benefit of the (indiscernible) that they had when
2 they had a stable business. We're talking about, you know,
3 the service of over 200,000 customers across the country,
4 between 600 and 700 employees. It's very important for us
5 to keep the case moving on this.

6 THE COURT: Yeah. So why don't we do this? Why
7 don't we -- It doesn't sound like you need an omnibus date
8 before the 14th. Why don't we -- we'll declare that April
9 14th is one of the omnibus dates, so if other things come
10 up, you can put them on that date if you want, and other
11 people can put (indiscernible) and then we need additional
12 dates beyond April 14th, and we can work out what our
13 omnibus dates will be going forward. Does that make sense?

14 MR. KURZWEIL: That makes perfect sense. Thank
15 you, Your Honor.

16 THE COURT: Well, since we're not in a hurry,
17 since the first one won't be until at least roughly a month
18 from now.

19 The only other question I have for you is we have
20 a bunch of orders to do here, is there any -- Will we be
21 able to get any of them entered today (indiscernible)

22 MR. KURZWEIL: Your Honor, the DIP order
23 (indiscernible) entered today, if that's possible. We
24 expect to be able to send this to the Court shortly after
25 conclusion of today. We're just going to go outside and

1 have an email to the Court (indiscernible) that's acceptable
2 (indiscernible)

3 THE COURT: I guess uploaded would be better,
4 right?

5 MR. KURZWEIL: Yeah, I'll call (indiscernible)

6 THE COURT: (indiscernible)

7 MR. KURZWEIL: Your Honor, I also stand corrected
8 (indiscernible) we're also in cash management, because we
9 can't use the -- we can't use the DIP money without the
10 ability to (indiscernible)

11 THE COURT: I got it. So that's (indiscernible) I
12 just wanted to figure out what required (indiscernible)

13 MR. KURZWEIL: Yeah. Would redlines or anything
14 help, Your Honor? I'll upload the finals. We sent redlines
15 separately --

16 THE COURT: Yeah, they'll be uploaded. I would
17 appreciate that.

18 MR. KURZWEIL: And how would the Court like to
19 receive those? Through email?

20 THE COURT: Those just email to the
21 (indiscernible) the chambers, or whatever it is, chambers --

22 MR. KURZWEIL: Okay. We'll email redlines to
23 chambers, and upload the final (indiscernible)

24 THE COURT: Okay. All right.

25 Anything else we need to accomplish today? If

1 not, I thank you all for traveling down here. I think we
2 made a productive use of our afternoon. Good to see you
3 all, and look forward to seeing you all again in April.

4 MR. KURZWEIL: Thank you, Your Honor.

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6 (Whereupon these proceedings were concluded at 2:52 PM)

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C E R T I F I C A T I O N

I, Lindsay Peacock, certified that the foregoing
transcript is a true and accurate record of the proceedings.



Lindsay Peacock

Veritext Legal Solutions

330 Old Country Road

Suite 300

Mineola, NY 11501

Date: April 7, 2025

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