

UNITED STATES BANKRUPTCY COURT  
FOR THE 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)

**OBJECTION OF RESOURCES CONNECTION LLC TO THE DEBTORS’ NOTICE OF PROPOSED ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS**

Resources Connection LLC d/b/a RGP (“RGP”) hereby files this objection (the “**Objection**”) to the *Notice of Proposed Assumption and Assignment of Executory Contracts* [Doc. No. 220] (the “**Notice**”) filed by the above-captioned debtors and debtors-in-possession (the “**Debtors**”). In support of the Objection, RGP respectively states as follows:

**BACKGROUND**

1. RGP is a professional services firm that provides business consulting services globally. On or about August 5, 2024 debtor Air Pros, LLC, operating under the d/b/a “Air Pros USA,” first entered into an engagement letter and related documentation (as amended and supplemented, the “**RGP Agreements**”).<sup>2</sup> Upon execution of the RGP Agreements, Air Pros, LLC provided RGP with a cash retainer in the amount of \$32,000 (the “**Retainer**”). Following

<sup>1</sup> The last four digits of AFH Air Pros, LLC’s tax identification numbers 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, Suite 200, Plantation, Florida 33324.

<sup>2</sup> Due to the sensitive and confidential nature of the terms of the RGP Agreements, RGP has not attached copies of the agreements hereto as exhibits. The Debtors are, of course, in possession of such agreements. Moreover, RGP will provide copies of the RGP Agreements to appropriate parties upon request made to RGP’s counsel, on the condition that such agreements will be kept confidential.



execution of the RGP Agreements, RGP began providing consulting services to Air Pros, LLC and billed the matter on a weekly basis.

2. On March 16, 2025 (the “**Petition Date**”), each of the Debtors filed a voluntary petition for relief under title 11, chapter 11 of the United States Code (the “**Bankruptcy Code**”). The Debtors have sought, and the Court has granted, joint administration of their respective Chapter 11 bankruptcy cases.

3. As of the Petition Date, debtor Air Pros, LLC owed RGP \$5,202.50.<sup>3</sup> Following the Petition Date, RGP has continued to provide consulting services to Air Pros, LLC and has issued weekly invoices, as per the terms of the RGP Agreements. Air Pros, LLC has continued to make use of RGP’s services, but has failed to make any post-petition payments to RGP. As of the filing of this Objection, RGP is owed \$40,560 on account of post-petition services provided to debtor Air Pros, LLC.

4. On March 18, 2025, the Debtors filed a motion seeking approval of bidding procedures and seeking to sell substantially all assets [as amended, Doc. No. 55] (the “**Sale Motion**”).

5. On April 14, 2025, the Court entered an order [Doc. No. 193] approving the bidding procedures associated with the contemplated sale.

6. On April 17, 2025, the Debtors filed the Notice. By the Notice, the Debtors set forth a schedule of contracts that may be assumed and assigned in the sale (the “**Assumed Contracts List**”) and the associated cure costs.

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<sup>3</sup> Air Pros, LLC made a lump sum payment to RGP on March 7, 2025, that paid several of RGP’s invoices. The \$5,202.50 amount is the remaining amount owing after applying such March 7 payment to all pre-petition unpaid invoices.

7. As to RGP, the Assumed Contracts List states that debtor Air Pros, LLC is a party to an “Engagement Letter, dated August 2, 2024” with a cure amount of \$0.00.

**OBJECTION AND BASES THEREFOR**

8. It is black-letter law that, upon assumption of an executory contract, a debtor must make payment of all amounts owing under the agreement and must also provide adequate assurance of future performance. *See* Bankruptcy Code section 365(b)(1). It is likewise well-accepted that an executory contract must be assumed “*cum onere*.” That is, a debtor – or an assignee of the agreement – is not permitted to “cherry pick” the terms that will be assumed and assigned. Rather, the assignee takes the agreement as written with all of the related rights and responsibilities. *See In re Thornhill Bros. Fitness, L.L.C.*, 85 F.4th 321, 326 (5th Cir. 2023); *In re Fleming Cos.*, 499 F.3d 300, 308 (3rd Cir. 2006); *see also Morande Enters.*, 335 B.R. 188, 192 (Bankr. M.D. Fla. 2005) (quoting case law).

9. From and after the Petition Date, RGP personnel have had discussion with Debtors’ personnel regarding the amounts owing and the potential application of the Retainer. Upon information and belief, the Debtors have not made any post-petition payments to RGP (despite such payments now being past due) on the theory that such amounts are not payable given the presence of the \$32,000 Retainer. This is despite the fact that, as set forth above, the post-petition amounts owed now exceed the Retainer.

10. The Retainer is designed to provide RGP with security over the course of the engagement and applied to the final invoice at the conclusion of the engagement. As such, the Retainer should not be accounted for in determining the cure cost payable to RGP upon assumption and assignment of the RGP Agreements. The fact is that, as of the Petition Date, debtor Air Pros, LLC owed \$5,202.50 and that number continues to grow on a weekly basis as Air Pros, LLC

refuses to make post-petition payments. This is despite the fact that RGP's services clearly are providing benefit to the Debtors' bankruptcy estate. *See* Bankruptcy Code section 503(b).<sup>4</sup> If any purchaser of the Debtors' assets were permitted to account for the Retainer in order to avoid making any cure payment to RGP, that would in effect be re-writing the RGP Agreements to deny RGP the end-of-engagement benefit of the Retainer that RGP bargained for. The Court should not permit any such attempt to alter the terms of an executory contract.

11. For the foregoing reasons, any order permitting the assumption and assignment of the RGP Agreements should make clear that such assignment is conditioned upon the full payment of all amounts owing under such agreements, including the \$5,202.50 pre-petition balance as well as all amounts that have accrued post-petition. Once again, the post-petition amount owing is currently \$40,560. The order should also make clear that RGP is permitted to maintain the Retainer according to the original terms. That is, retention until the conclusion of the engagement with debtor Air Pros, LLC or its assignee.

12. RGP also hereby reserves all rights with respect to adequate assurance of future performance upon the identification of the proposed assignee of the RGP Agreements.

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<sup>4</sup> RGP hereby reserves all rights with respect to filing a motion seeking allowance and immediate payment of the post-petition amounts as administrative expenses claims.

WHEREFORE, RGP respectfully requests that this Court grant the relief requested herein and such other and further relief as is just and proper.

Dated: May 5, 2025

Respectfully submitted,

LAW OFFICES OF HENRY F. SEWELL, JR. LLC

By: //s/ Henry F. Sewell, Jr.

Henry F. Sewell, Jr.  
Georgia Bar No. 636265  
2964 Peachtree Road NW  
Suite 555  
Atlanta, GA 30305  
Telephone: (404) 926-0053  
Email: [hsewell@sewellfirm.com](mailto:hsewell@sewellfirm.com)

–AND–

KANE RUSSELL COLEMAN & LOGAN, P.C.

Jason Binford  
(*pro hac vice* admission pending)  
401 Congress Ave., Ste. 2100  
Austin, Texas 78701  
Telephone: (512) 487-6650  
Email: [jbinford@krcl.com](mailto:jbinford@krcl.com)

*Counsel for Resources Connection LLC d/b/a RGP*

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that on May 5, 2025, he caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Northern District of Georgia and via email on the parties listed below.

/s/ Henry F. Sewell, Jr.  
Henry F. Sewell, Jr.

**DEBTORS' COUNSEL**

Greenberg Traurig, LLP  
David B. Kurzweil  
*kurzweild@gtlaw.com*  
Matthew A. Petrie  
*petriem@gtlaw.com*  
Leo Muchnik  
*muchnikl@gtlaw.com*

**OFFICE OF U.S. TRUSTEE**

Jonathan S. Adams  
*jonathan.s.adams@usdoj.gov*

**DEBTORS' PREPETITION AND  
POSTPETITION LENDERS**

Latham & Watkins LLP  
James Ktsanes  
*james.ktsanes@lw.com*  
Ebba Gebisa  
*ebba.gebisa@lw.com*  
Whit Morley  
*whit.morley@lw.com*  
Nikhil Gulati  
*nikhil.gulati@lw.com*

**COMMITTEE COUNSEL**

Pachulski Stang Ziehl & Jones LLP  
Bradford J. Sandler  
*bsandler@pszjlaw.com*  
Paul J. Labov  
*plabov@pszjlaw.com*  
Cia Mackle  
*cmackle@pszjlaw.com*

**COUNSEL TO DOUG'S/DREAM TEAM  
STALKING HORSE BIDDER**

Buchanan Ingersoll & Rooney PC  
David T. Cellitti  
*david.cellitti@bipc.com*

**COUNSEL TO ECM STALKING  
HORSE BIDDER**

King & Spalding, LLC  
Jeffrey R. Duston  
*jdutson@kslaw.com*  
William Jordan  
*wjordan@kslaw.com*  
Christopher K. Coleman  
*christopher.coleman@kslaw.com*  
Kristen Landers  
*klanders@kslaw.com*

**COUNSEL TO DALLAS PLUMBING  
STALKING HORSE BIDDER**

Willkie Farr & Gallagher LLP  
Jeffrey Pawlitz  
*jpawlitz@willkie.com*  
Betsy L. Feldman  
*bfeldman@willkie.com*

**Eversheds Sutherland (US) LLP**

David Wender  
*davidwender@eversheds-sutherland.com*

**COUNSEL TO CM/AIR FORCE  
STALKING HORSE BIDDER**

Akerman LLP

Martin G. Burkett

*[martin.burkett@akerman.com](mailto:martin.burkett@akerman.com)*

John H. Thompson

*[john.thompson@akerman.com](mailto:john.thompson@akerman.com)*

Michael B. Fernandez

*[mike.fernandez@akerman.com](mailto:mike.fernandez@akerman.com)*

Carlos M. de la Cruz III

*[carlos.delacruz@akerman.com](mailto:carlos.delacruz@akerman.com)*

**COUNSEL TO ONE SOURCE  
STALKING HORSE BIDDER**

Taft Stettinius & Hollister LLP

Elijah J. Hammans

*[ehammans@taftlaw.com](mailto:ehammans@taftlaw.com)*

W. Timothy Miller

*[miller@taftlaw.com](mailto:miller@taftlaw.com)*

**COUNSEL TO AIR PROS LEGACY  
STALKING HORSE BIDDER**

Berger Singerman LLP

Jordi Guso

*[jguso@bergersingerman.com](mailto:jguso@bergersingerman.com)*

Michel Debolt

*[mdebolt@bergersingerman.com](mailto:mdebolt@bergersingerman.com)*