

**Fill in this information to identify the case:**Debtor AFH Air Pros, LLCUnited States Bankruptcy Court for the: Northern District of Georgia  
(State)Case number 25-10356**Modified Official Form 410  
Proof of Claim****12/24**

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

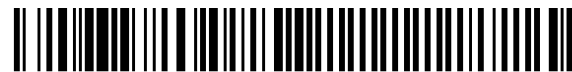
Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

**Part 1: Identify the Claim**

1. Who is the current creditor?	Continental Casualty Company and National Fire Insurance of Hartford, with their North American insurance affiliates	
	Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor <u>CNA</u>	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?	<b>Where should notices to the creditor be sent?</b> See summary page	<b>Where should payments to the creditor be sent? (if different)</b>
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)		
	Contact phone <u>617-239-0100</u>	Contact phone _____
	Contact email <u>hanna.redd@troutman.com</u>	Contact email _____
	Uniform claim identifier (if you use one): _____	
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	



## Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____
7. How much is the claim? \$ 0	Does this amount include interest or other charges? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
8. What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information.  <u>Insurance Policies, see attached addendum.</u>
9. Is all or part of the claim secured?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. The claim is secured by a lien on property. <b>Nature or property:</b> <input type="checkbox"/> Real estate: If the claim is secured by the debtor's principle residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> . <input type="checkbox"/> Motor vehicle <input checked="" type="checkbox"/> Other. Describe: <u>See attached addendum.</u>  <b>Basis for perfection:</b> _____ Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)  <b>Value of property:</b> \$ _____ <b>Amount of the claim that is secured:</b> \$ 0 <b>Amount of the claim that is unsecured:</b> \$ 0 (The sum of the secured and unsecured amount should match the amount in line 7.)  <b>Amount necessary to cure any default as of the date of the petition:</b> \$ _____  <b>Annual Interest Rate</b> (when case was filed) _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable
10. Is this claim based on a lease?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ _____
11. Is this claim subject to a right of setoff?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Identify the property: <u>See attached addendum.</u>



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☐ No

☒ Yes. Check all that apply:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Amount entitled to priority

\$ \_\_\_\_\_

☐ Up to \$3,350\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ \_\_\_\_\_

☐ Wages, salaries, or commissions (up to \$15,150\* earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ \_\_\_\_\_

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ \_\_\_\_\_

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ \_\_\_\_\_

☒ Other. Specify subsection of 11 U.S.C. § 507(a)(2) that applies.

\$ 0

\* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?

☒ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ \_\_\_\_\_

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☒ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 06/23/2025  
MM / DD / YYYY

/s/Michael Bolger  
Signature

Print the name of the person who is completing and signing this claim:

Name Michael Bolger  
First name Middle name Last name

Title Vice President, Billing and Collections

Company CNA  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address \_\_\_\_\_

Contact phone \_\_\_\_\_ Email \_\_\_\_\_



# Verita (KCC) ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (866) 927-7076 | International (310) 751-2650

<b>Debtor:</b> 25-10356 - AFH Air Pros, LLC <b>District:</b> Northern District of Georgia, Newnan Division		
<b>Creditor:</b> Continental Casualty Company and National Fire Insurance of Hartford, with their North American insurance affiliates c/o Troutman Pepper Locke LLP Attn: Hanna J. Redd 111 Huntington Ave, 9th Floor Boston, MA, 02199  <b>Phone:</b> 617-239-0100 <b>Phone 2:</b>  <b>Fax:</b>  <b>Email:</b> hanna.redd@troutman.com	<b>Has Supporting Documentation:</b> Yes, supporting documentation successfully uploaded <b>Related Document Statement:</b>	
	<b>Has Related Claim:</b> No <b>Related Claim Filed By:</b>	
	<b>Filing Party:</b> Creditor	
<b>Other Names Used with Debtor:</b> CNA	<b>Amends Claim:</b> No <b>Acquired Claim:</b> No	
<b>Basis of Claim:</b> Insurance Policies, see attached addendum.	<b>Last 4 Digits:</b> No	<b>Uniform Claim Identifier:</b>
<b>Total Amount of Claim:</b> 0	<b>Includes Interest or Charges:</b> No	
<b>Has Priority Claim:</b> Yes	<b>Priority Under:</b> 11 U.S.C. §507(a)(2): 0	
<b>Has Secured Claim:</b> Yes: 0 <b>Amount of 503(b)(9):</b> No <b>Based on Lease:</b> No <b>Subject to Right of Setoff:</b> Yes, See attached addendum.	<b>Nature of Secured Amount:</b> Other Describe: See attached addendum. <b>Value of Property:</b>  <b>Annual Interest Rate:</b>  <b>Arrearage Amount:</b>  <b>Basis for Perfection:</b>  <b>Amount Unsecured:</b> 0	
<b>Submitted By:</b> Michael Bolger on 23-Jun-2025 1:26:32 p.m. Pacific Time <b>Title:</b> Vice President, Billing and Collections <b>Company:</b> CNA		

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

In re:

AFH AIR PROS, LLC,

Debtor.

Chapter 11

Case No. 25-10356 (PMB)

**ADDENDUM TO PROOF OF CLAIM FILED BY CONTINENTAL CASUALTY  
COMPANY AND NATIONAL FIRE INSURANCE COMPANY OF HARTFORD**

**I. NOTICES RESPECTING THIS CLAIM**

All notices respecting this administrative claim must be served upon the following persons:

**TROUTMAN PEPPER LOCKE LLP**

Gary W. Marsh

Pierce Rigney

600 Peachtree Street, N.E., Suite 3000

Atlanta GA 30308

Tel: 404.885.3000

[gary.marsh@troutman.com](mailto:gary.marsh@troutman.com)

[pierce.rigney@troutman.com](mailto:pierce.rigney@troutman.com)

**TROUTMAN PEPPER LOCKE LLP**

Jonathan W. Young

Hanna J. Redd

111 Huntington Ave., 9<sup>th</sup> Floor

Boston, MA 02199

Tel: 617.239.0100

[jonathan.young@troutman.com](mailto:jonathan.young@troutman.com)

[hanna.redd@troutman.com](mailto:hanna.redd@troutman.com)

**II. NATURE AND DETAIL OF ADMINISTRATIVE CLAIM**

Claimant Continental Casualty Company and National Fire Insurance Company of Hartford (together, with their North American insurance affiliates, “CNA” or “Claimant”) asserts this claim (this “Claim”) against Air Pros Solutions Holdings, LLC (the “Debtor”) for any and all obligations or amounts owed or hereafter owing to Claimant under and in connection with the Policies (defined herein).

CNA hereby asserts this Claim as a secured claim and for the payment and performance of any and all obligations and amounts that are due and owing from the Debtor to CNA pursuant to the Policies, under applicable law, or otherwise. Without limiting the generality of the foregoing, CNA asserts all rights of indemnification, contribution, and reimbursement owed to it by the Debtor, including, without limitation, those pursuant to the Policies (as defined herein), applicable law, or otherwise. CNA asserts this secured Claim with respect to obligations and amounts owing to it that have already accrued, that continue to accrue, and that shall accrue in the future. CNA asserts this Claim in an unliquidated amount as explained herein.

On March 16, 2025 (the “Petition Date”), the Debtor and certain of its Debtor affiliates filed a voluntary petition in the United States Bankruptcy Court for the Northern District of Georgia

(the “Bankruptcy Court”), seeking relief under chapter 11 of the United States Bankruptcy Code. The chapter 11 case is jointly administered as *In re AFH Air Pros, LLC*, Case No. 25-10356 (the “Bankruptcy Case”).

Both prior and subsequent to the commencement of the case, CNA provided the Debtor with insurance coverage under various insurance policies, including but not limited to those listed on the attached **Schedule A** hereto, incorporated herein by reference (collectively, and as may have been amended from time to time, the “Policies”). Pursuant to the Policies, Claimant provided a letter of credit in the amount of \$3,449,000, subject to annual adjustments (the “**Letter of Credit**” or the “**Collateral**”) as collateral for the obligations under the Insurance Policies. The Policies and the Letter of Credit are collectively referred to herein as the “**Program**”).

On April 30, 2025, the Debtors filed their *Motion of the Debtors for Entry of an Order Authorizing the Debtors to Enter into a Stipulation with the CNA Insurance Companies and Assume Related Insurance Policies and Agreements* [Docket No. 288], seeking authority to enter into a stipulation (the “Stipulation”) with CNA. Pursuant to the Stipulation, the parties agreed that (i) the Policies would be extended through and including July 9, 2025; (ii) the Policies, as extended would be deemed assumed pursuant to 11 U.S.C. § 365(a); (iii) the Debtors would make payments totaling \$1,748,382 to cure amounts owing under the Policies (the “**CNA Cure Payments**”); (iv) the Debtors would make payment of \$344,744 in additional premium and deposit an additional \$360,000 in the Collateral; and (v) acknowledge CNA’s first-priority liens in the Collateral. The Court entered an Order approving the Stipulation on May 9, 2025 [Docket No. 327] (the “**Stipulation Order**”). Debtors made payment in accordance with the Stipulation Order on May 9, 2025.

CNA hereby asserts this Claim in an unliquidated amount for any and all premiums, fees, expenses, deductible amounts, and any other amounts, including but not limited to allocated loss adjustment expenses (“**ALAE**”), that are due and owing, or may become due and owing, from the Debtor to CNA pursuant to the Program. In addition, CNA is continuing to investigate the total aggregate amount of the potential, present, and known exposure under the Program and any related agreements and the applicable aggregate deductible reimbursement and other charges owed by the Debtor to CNA.

As loss experience under the Policies and related agreements continues to develop, CNA is continuing to investigate the expected paid losses and reserves under the Policies and related agreements and is therefore filing this Claim in part as an unliquidated claim. CNA is entitled to collect from the Debtors any additional amounts that may become due and owing in the future under the terms of the Policies and related agreements. CNA reserves the right to amend this Claim in order to reflect its most current estimate of the deductible reimbursement and related charges and any other amounts that have accrued, which are expected to accrue, or which do accrue in the future under the Policies and related agreements. Accordingly, CNA hereby submits this Claim with respect to any deductible reimbursement, premiums, any related charges, and any other amounts owing from the Debtors to CNA which have accrued, may accrue, do accrue in the future, and continue to accrue after the Petition Date.

A portion of the Total Outstanding Amount may be attributable to post-Petition Date premium and/or related post-Petition Date obligations, which are entitled to administrative

expense priority pursuant to section 507 of the Bankruptcy Code. CNA hereby asserts this Claim for any such amounts entitled to administrative expense priority. In addition, CNA reserves the right to file an independent claim or motion for any amounts that are entitled to administrative expense priority.

CNA reserves the right to amend this Claim to reflect a liquidation amount when one is ascertainable or to seek a court order adjudicating such liquidation. In addition, CNA reserves all of its rights to amend this Claim to reflect additional amounts owing from the Debtor to CNA.

True and correct copies of the Policies, the Letter of Credit, and any related documentation shall be provided upon reasonable request and subject to applicable confidentiality concerns being met.

### **III. RESERVATION OF RIGHTS**

The filing of this administrative claim shall not constitute: (a) a waiver or release by Claimant of the rights of Claimant against the Debtors or any other person or property, including its right to file an administrative claim; (b) a waiver by Claimant to contest the jurisdiction of this Court with respect to the subject matter of the claims asserted in this proof of claim, any objection or other proceeding commenced with respect thereto or any other proceeding commenced in this case against or otherwise involving Claimant; or (c) an election of remedies or choice of law.

Claimant reserves the right to further amend and/or supplement this administrative claim at any time and in any manner, and to file proofs of claim for additional claims which may be based on the respective rights and obligations arising under the relationship described herein or the same events and circumstances described herein. In addition, Claimant reserves the right to attach or bring forth additional documentation supporting its claims and additional documents that may become available after further investigation and discovery.

### **IV. SETOFF, RECOUPMENT, SUBROGATION, ETC.**

To the extent Claimant has certain equitable rights or other rights, including without limitation, the rights of recoupment, setoff and subrogation, such rights are expressly asserted hereby, and Claimant reserves all of its rights and preserves all defenses in connection therewith. Claimant additionally reserves its rights with respect to any provision of any Order setting bar dates for filing proofs of claim in this case, which may purport to discharge Claimant's setoff, recoupment, or other equitable rights.

**Schedule A**

<b>Policy Number</b>	<b>Source Policy Year</b>	<b>Report Policy Term</b>	<b>Resource Policy Term</b>	<b>Line of Business</b>
7037129042	2023	05/2023	05/2023	Work Comp
7037129056	2023	05/2023	05/2023	Liability
7037129073	2023	05/2023	05/2023	Auto
7092115796	2023	05/2023	05/2023	Work Comp (CA)
7039516591	2023	05/2023	05/2023	Auto (PD)
7037129042	2024	05/2024	05/2024	Work Comp
7037129056	2024	05/2024	05/2024	Liability
7037129073	2024	05/2024	05/2024	Auto
7092115796	2024	05/2024	05/2024	Work Comp (CA)
7039516591	2024	05/2024	05/2024	Auto (PD)