IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
STARRY GROUP HOLDINGS, INC., *et al.*,	Case No. 23-10219 (KBO) (Jointly Administered)
Debtors.[1]	**Hearing Date: Mar. 31, 2023 at 10:00 a.m.** **UST Obj. Deadline: Mar. 24, 2023**
	Re: D.I. 22, 23 & 84

OBJECTION OF THE UNITED STATES TRUSTEE
TO THE DEBTOR'S MOTION FOR ENTRY OF AN ORDER
APPROVING A DISCLOSURE STATEMENT AND SEEKING RELATED RELIEF

Andrew R. Vara, United States Trustee for Regions 3 and 9 (the "U.S. Trustee"), through his undersigned counsel, objects to the *Motion of Debtors for Order (A) Approving the Disclosure Statement; (B) Establishing the Voting Record Date, Voting Deadline, and Other Dates; (C) Approving Procedures for Soliciting, Receiving, and Tabulating Votes on the Plan and for Filing Objections to the Plan; (D) Approving the Manner and Forms of Notice and Other Related Documents; and (E) Granting Related Relief* (D.I. 84) (the "Motion"), and in support of his objection respectfully states:

[1] The debtors in these cases, along with the last four digits of each debtor's federal tax identification number, are: Starry Group Holdings, Inc. (9355); Starry, Inc. (9616); Connect Everyone LLC (5896); Starry Installation Corp. (7000); Starry (MA), Inc. (2010); Starry Spectrum LLC (N/A); Testco LLC (5226); Starry Spectrum Holdings LLC (9444); Widmo Holdings LLC (9208); Vibrant Composites Inc. (8431); Starry Foreign Holdings Inc. (3025); and Starry PR Inc. (1214). The debtors' address is 38 Chauncy Street, Suite 200, Boston, Massachusetts 02111.

PRELIMINARY STATEMENT

1. The Court should deny the Motion unless the Debtors change the chapter 11 plan's third-party releases from opt-out to opt-in, and modify the solicitation procedures accordingly. Releases by parties who fail to opt out are not consensual.

2. In addition, the plan has a "death trap:" holders of general unsecured claims who vote to reject or opt-out of the third-party releases would receive no distribution. If the Court requires an opt-in mechanism, then any death trap should be narrowed to apply only to creditors who vote to reject. Creditors who do not opt-in (for example, by not returning a ballot) should not forfeit their distributions.

3. Included among those upon whom the Debtors seek to impose a non-consensual third-party release are public shareholders who are to receive nothing under the Plan and are deemed to reject. Because the interest holders will receive no consideration for any release, they should be eliminated entirely from the parties who will be giving third-party releases.

4. These issues should be determined now, so that the ballots can be revised to reflect an opt-in mechanism, and so that creditors will know at the outset of solicitation how opting in to or opting out of the third-party releases will affect their plan distributions. [2]

[2] In addition to the points raised in this Objection, the U.S. Trustee's counsel has provided other comments to Debtors' counsel regarding the Plan, the Disclosure Statement, the form of order approving the Disclosure Statement and solicitation procedures, and related notices, and anticipates that a resolution on those items will be reached before the hearing. The U.S. Trustee reserves the right to supplement this Objection, or to assert additional objections at the hearing on the Motion, if such modifications are not made. The U.S. Trustee also preserves, reserves, and retains any and all rights, duties, obligations and remedies found at law, equity or otherwise to, *inter alia*, revise, augment and/or modify this Objection, take discovery, and object to Plan confirmation.

JURISDICTION AND STANDING

5. Pursuant to 28 U.S.C. § 1334, applicable order(s) of the United States District Court for the District of Delaware issued pursuant to 28 U.S.C. § 157(a), and 28 U.S.C. § 157(b)(2)(A), this Court has jurisdiction to hear and resolve this objection.

6. Pursuant to 28 U.S.C. § 586, the U.S. Trustee is charged with monitoring the federal bankruptcy system. *See United States Trustee v. Columbia Gas Sys., Inc. (In re Columbia Gas Sys., Inc.)*, 33 F.3d 294, 295-96 (3d Cir. 1994) (noting that 11 U.S.C. § 307 gives the U.S. Trustee "public interest standing"); *Morgenstern v. Revco D.S., Inc. (In re Revco D.S., Inc.)*, 898 F.2d 498, 500 (6th Cir. 1990) (describing the U.S. Trustee as a "watchdog"). One of the U.S. Trustee's duties is to supervise the administration of chapter 11 cases by, whenever he considers it appropriate, "monitoring plans and disclosure statements filed in cases under chapter 11 of title 11 and filing with the court, in connection with hearings under sections 1125 and 1128 of such title, comments with respect to such plans and disclosure statements[.]" 28 U.S.C. § 586(a)(3)(B).

7. The U.S. Trustee has standing to be heard on the Motion pursuant to 11 U.S.C. § 307.

BACKGROUND

8. On February 20, 2023 (the "Petition Date"), the above-captioned debtors (the "Debtors") filed chapter 11 petitions in this Court.

9. The Debtors are a fixed wireless broadband internet service provider. *See* D.I. 41 ¶ 6. The lead Debtor is publicly held. *See id.* ¶ 18.

10. On March 3, 2023, the U.S. Trustee appointed an official committee of unsecured creditors in the Debtors' cases. *See* D.I. 99.

11. On the Petition Date, the Debtors filed the *Joint Chapter 11 Plan of Reorganization of Starry Group Holdings, Inc. and Its Debtor Affiliates under Chapter 11 of the Bankruptcy Code* [D.I. 22] (the "Plan") and *Disclosure Statement for Joint Chapter 11 Plan of Reorganization of Starry Group Holdings, Inc. and Its Debtor Affiliates under Chapter 11 of the Bankruptcy Code* [D.I. 23] (the "Disclosure Statement").

12. The Plan and Motion seek to impose third-party releases through an opt-out. Plan § I.A.101 defines "Non-Debtor Releasing Parties" to mean:

> (a) all Holders of Claims that vote to accept the Plan; (b) all Holders of Claims that are entitled to vote to accept or reject the Plan and that abstain from voting on the Plan or vote to reject the Plan but, in each case, do not "opt out" of the releases set forth in Article IX.C of the Plan by checking the box on their respective Ballot; (c) all Holders of Claims that are presumed to accept the Plan; (d) all Holders of Claims and Interests that are deemed to reject the Plan and that do not "opt out" of the releases provided by the Plan in accordance with the Disclosure Statement Order; (e) counterparties to Executory Contracts and/or Unexpired Leases that do not "opt out" of the releases in accordance with the Disclosure Statement Order; (f) the DIP Agent and the Prepetition Agent; (g) the DIP Lenders and the Prepetition Lenders; (h) any Successful Bidder, if applicable, and (i) all other Released Parties (other than any Debtor Releasing Party).[3]

13. Among the parties falling under the above definition of Non-Debtor Releasing Parties are Holders of Claims and Interests that are deemed to reject the Plan. The holders of Claims who are deemed to reject are limited to parties holding subordinated claims in Class 6 and potentially Debtors holding intercompany claims in Class 5. *See* Plan § III.A.

[3] As indicated, the definition of Non-Debtor Releas***ing*** Parties includes all Releas***ed*** Parties, which in turn includes all Related Persons to the Releas***ed*** Parties, making such Related Persons Releas***ing*** Parties as well, without their consent, and likely without notice. The U.S. Trustee's counsel hopes to resolve such issue with the Debtors prior to confirmation but reserves all rights to object at confirmation to the inclusion of any Related Person as a Releas***ing*** Party if a resolution is not reached.

The Holders of Interests that are deemed to reject are public shareholders of the lead Debtor, in Class 8, who will receive no distribution. *See id.*

14. Section IX.C of the Plan seeks to impose third-party releases on the Non-Debtor Releasing Parties. The releases would cover "any act or omission, transaction, or other occurrence or circumstances existing or taking place prior to or on the Effective Date arising from or related in any way in whole or in part to any of the Debtors," except for causes of action arising from released parties' willful misconduct, actual fraud or gross negligence. Plan § IX.C.

15. Section III.B.4.c)a.i.2 of the Plan provides that in a restructuring scenario, general unsecured creditors who vote to reject the Plan or who opt-out of the third-party releases "shall receive no consideration on account of its General Unsecured Claims." cf. Plan § I.A.102. Correlatively, Plan § Section III.B.4.c)a.i.1 reserves class 4 distributions in a restructuring scenario for "Participating GUC Holder[s]," which term is defined to mean general unsecured creditors who do not vote to reject and do not opt out of the third-party release. *See* Plan § I.A.108.

16. The ballots submitted with the Motion contain opt-out boxes. The ballots also contain the Plan's definition of "Non-Debtor Releasing Parties" (including its reference to the proposed opt-out procedure). Additionally, the Debtors have submitted an opt-out form to send to equity interest holders, who are in class 8 and are deemed to reject the Plan, and to contract counterparties who do not fall within a voting class. The form of confirmation hearing notice likewise references the opt-out procedure.

ARGUMENT

17. If a plan is patently unconfirmable on its face, the application to approve the disclosure statement should be denied. *See In re Quigley Co.,* 377 B.R. 110, 115 (Bankr. S.D.N.Y. 2007) *(citing In re Beyond.com Corp*., 289 B.R. 138, 140 (Bankr. N.D. Cal. 2003) (collecting cases); *In re 266 Washington Assocs*., 141 B.R. 275, 288 (Bankr. E.D.N.Y.) *aff'd*, 147 B.R. 827 (E.D.N.Y. 1992); *In re Filex, Inc.*, 116 B.R. 37, 41 (Bankr. S.D.N.Y. 1990)). A plan is patently unconfirmable where (1) confirmation 'defects [cannot] be overcome by creditor voting results' and (2) those defects 'concern matters upon which all material facts are not in dispute or have been fully developed at the disclosure statement hearing.'" *In re Am. Capital Equip., LLC*, 688 F.3d 145, 154-55 (3d Cir. 2012) (citation omitted). As demonstrated below, the Plan is patently unconfirmable, and therefore the Disclosure Statement, and the solicitation procedures, should not be approved.

A. *The Proposed Third-Party Releases are Not Consensual*

18. The Plan includes third-party releases that are non-consensual, and the Motion seeks approval of solicitation procedures to further such non-consensual releases. The releases would be imposed on (i) all creditors who vote to accept the plan, without any ability to opt-in (or opt-out); (ii) all creditors who vote to reject the Plan, unless they check the opt out box; (iii) all creditors who are eligible to vote but do not vote, unless they return the ballot with the opt-out box checked; (iv) public shareholders, who are not receiving any distribution, unless they return an opt out form; and (iv) contract counterparties, unless they return an opt out form. *See* Plan §§ I.A.101 & IX.C. These releases are not predicated on the affected parties' affirmative consent and, thus, are non-consensual.

19. To the extent releases are being forced on parties without their affirmative consent, they are non-consensual. *See Emerge Energy Services LP*, Case No. 19-11563, 2019 Bankr. LEXIS 3717, *52. (Bankr. D. Del, Dec. 5, 2019) (consent to give third-party releases cannot be inferred "by the failure of a creditor or equity holder to return a ballot or Opt-Out Form"); *In re Washington Mutual, Inc.*, 442 B.R. 314, 355 (Bankr. D. Del. 2011) (holding that an "opt out mechanism is not sufficient to support the third party releases . . . particularly with respect to parties who do not return a ballot (or are not entitled to vote in the first place). Failing to return a ballot is not a sufficient manifestation of consent to a third-party release."); *In re Coram Healthcare Corp.*, 315 B.R. 321, 335 (Bankr. D. Del. 2004) (holding that the "Trustee (and the Court) do not have the power to grant a release of the Noteholders on behalf of third parties," and that such release must be based on consent of the releasing party); *In re Exide Techs.*, 303 B.R. 48, 74 (Bankr. D. Del. 2003) (approving releases which were binding only on those creditors and equity holders who accepted the terms of the plan); *In re Zenith Elecs. Corp.*, 241 B.R. 92, 111 (Bankr. D. Del. 1999) (release provision had to be modified to permit third parties' release of non-debtors only for those creditors who voted in favor of the plan); *see also Joel Patterson v. Mahwah Bergen Retail Group, Inc.*, 636 B.R. 641, 688 (E.D. Va. 2022) (holding that "the Bankruptcy Court erred both factually and legally in finding the Third-Party Releases to be consensual. Failure to opt out, without more, cannot form the basis of consent to the release of a claim."); *In re SunEdison, Inc.*, 576 B.R. 453 (Bankr, S.D.N.Y. 2017) (under principles of New York contract law, a creditor could not be deemed to consent to third-party releases merely by failing to object to the plan, even when the disclosure statement made it clear that such a consequence would result); *In re Chassix Holdings*, 533 B.R. 64, 79-80 (Bankr. S.D.N.Y. 2015) (limiting third party releases to those who voted to

accept the plan, or affirmatively elected to provide releases; consent would not be deemed from creditors who failed to return a ballot, or from unimpaired creditors).

20. Not all decisions from this District have required affirmative consent for third-party releases. In *In re Indianapolis Downs, LLC*, 486 B.R. 286 (Bankr. D. Del. 2013), this Court reached a different conclusion than that of *Emerge*, *Washington Mutual*, and the other cases cited above, concerning the need for affirmative consent to third party releases. However, the Court pointed out that, in that case, unlike the present, "the third party release provision ***does not apply to any party that is deemed to reject the Plan***." *Id.* at 305 (emphasis added).

21. In *In re Spansion, Inc.*, 426 B.R. 114 (Bankr. D. Del. 2010), the Court held that affirmative consent was not required, but only as to releases being given by unimpaired classes who were "being paid in full." *Id.* at 144.[4] The Court determined that non-consensual releases being deemed to be given by parties who were not receiving any distribution under the plan "does not pass muster under *Continental*." *Id.* at 145.[5]

22. In *In re Mallinckrodt PLC*, 639 B.R. 837 (Bankr. D. Del. 2022), this Court allowed third-party releases to be imposed on mass tort claimants without the opportunity to opt out, as well as on certain other classes of creditors and equity holders who were provided the ability to opt out, holding that the imposition of such releases was permissible under *In re Continental Airlines*, 203 F.3d 203 (3d Cir. 2000), because of the mass tort context of the

[4] Although not a reported decision, this Court's ruling in *In re Kettner Investments, LLC*, Case No. 20-12366 (KBO), on February 15, 2022 [transcript – D.I. 298] denied confirmation of a proposed plan of reorganization because it deemed third-party releases to be given by creditors and interest holders in unimpaired classes, as well as by related parties to such creditors, without obtaining their affirmative consent.

[5] The same will be true here as to the lead Debtor's shareholders in class 8, which are deemed to reject the Plan.

case. *See id.* at 873, 881; *see also In re Boy Scouts of America and Delaware BSA, LLC*, 642 B.R. 504, 674, 678 (Bankr. D. Del. 2022) (approving an opt-out process for third-party releases in a mass tort case, but noting that the definition of parties giving such releases did not include any "claimant who abstains from voting"). The Debtors' cases are not mass tort cases. Rather, the Debtors are a tech start-up that has struggled to become profitable.

23. Requiring affirmative consent from creditors to release their direct claims against non-debtors is the only way to ensure there is true consent, rather than consent assumed by silence, as silence could be caused by factors such as "carelessness, inattentiveness, or mistake," as recognized by this Court in *Emerge,* 2019 Bankr. LEXIS 3717 at * 53. Similarly, silence in response to a written solicitation regarding a release could be caused by a package being misdelivered, post-office failures, or other unforeseen issues.

24. Under the holdings of *Emerge Energy*, *Washington Mutual*, and the other cases cited above, consent cannot be inferred from such parties' failure to opt out. Therefore, the imposition of third-party releases on all Non-Debtor Releasing Parties is non-consensual.

B. *The Plan Does Not Meet the Requirements for Non-Consensual Releases*

25. The Plan does not satisfy the exacting standards for approval of non-consensual third-party releases.

26. In *Continental*, the Third Circuit surveyed cases from various circuits as to when, if ever, a non-consensual third-party release is permissible. The Court acknowledged that some Circuits do not allow such non-consensual releases under any circumstances. *See In re Continental Airlines*, 203 F.3d at 212. Other circuits, the court found, "have adopted a more flexible approach, albeit in the context of extraordinary cases." *Id.* at 212-13 (citing Second Circuit cases where releases were upheld for "widespread claims against co-liable parties" and

a Fourth Circuit mass tort case). "A central focus of these three reorganizations was the global settlement of massive liabilities against the debtors and co-liable parties. Substantial debtor co-liable parties provided compensation to claimants in exchange for the release of their liabilities and made these reorganizations feasible." *Id.* at 213; *see also In re Metromedia Fiber Network, Inc.*, 416 F.3d 136, 141 (2d Cir. 2005) (noting a third-party release may be granted "only in rare cases").

27. The Third Circuit in *Continental* ultimately determined that the proposed releases in that case, which enjoined shareholder lawsuits against debtors' directors and officers, did "not pass muster under even the most flexible test for the validity of non-debtor releases." 203 F.3d at 214. Therefore, the Court determined that it "need not speculate on whether there are circumstances under which we might validate a non-consensual release that is both necessary and given in exchange for fair consideration." *Id.* at 214 n.11. However, the Court did describe the "hallmarks of permissible non-consensual releases" to be "fairness, necessity to the reorganization, and specific factual findings to support these conclusions[.]" *Id.* at 214.

28. The Third Circuit referenced *Continental* in *In re Millennium Lab Holdings II, LLC*, 945 F.3d 126 (3d Cir. 2019), as one of the precedents, along with *In re Global Indus. Techs., Inc.*, 645 F.3d 201, 206 (3d Cir. 2011) regarding non-consensual third-party releases. The Third Circuit indicated that these decisions "set forth *exacting standards* that must be satisfied if such releases and injunctions are to be permitted." 945 F.3d at 139 (emphasis added).

29. In *In re Genesis Health Ventures, Inc.*, 266 B.R. 591 (Bankr. D. Del. 2001), the Court held that a clause in the plan which released claims of any creditors or equity

holders against the senior lenders for any act or omission in connection with the bankruptcy cases and reorganization process required factual showings under *Continental* – that the releases were necessary for the reorganization and were given in exchange for fair consideration. *See id.* at 607. The Court elaborated that "necessity" under *Continental* requires a showing: (a) that the success of the debtors' reorganization bears a relationship to the release of the non-consensual non-debtor parties and (b) that the non-debtor parties being released from liability have provided "a critical financial contribution to the debtors' plan" in exchange for the receipt of the release. *See id.* at 607. A financial contribution is considered "critical" if, without the contribution, the debtors' plan would be infeasible. *See id.* Fairness of a release is determined by examining whether non-consenting non-debtors are receiving reasonable consideration in exchange for the release. *See id.* at 608; *see also In re Spansion, Inc.*, 426 B.R. at 144.

30. The *Genesis* Court found that the senior lenders had made a financial contribution to the plan, which allowed the debtors to make the 7.34% distribution to the unsecured creditors, who otherwise would be "out of the money." *Id.* at 608. Ultimately, though, the Court found that such contribution was not enough, because "even if the threshold *Continental* criteria of fairness and necessity for approval of non-consensual third-party releases were marginally satisfied by these facts . . . [the] financial restructuring plan under consideration here would not present the *extraordinary circumstances* required to meet even the most flexible test for third party releases." *Id.* (emphasis added).

31. Here, nothing in the record or the Plan indicates "extraordinary circumstances" exist, or that that the high threshold necessary for approval of non-consensual third-party releases has been met with respect to each of the non-debtor parties that would be

the recipients of these non-consensual releases. As to the first *Continental* requirement, it is unclear what, if any, "necessity to the reorganization" such non-consensual releases have. Under the Plan's default track, the secured lenders would swap their debt for equity in a balance-sheet restructuring. There is no showing why third-party releases would be necessary for a lender to swap its debt for equity.

32. Under the Plan's sale track, the Debtors would not reorganize at all: they would sell their assets and wind down. *See* Plan §§ IV.C & IV.W. In that scenario, third-party releases would not be necessary to the reorganization because the Debtors would not be reorganizing. *See*, *e.g.*, *In re Nickels Midway Pier, LLC*, No. 03-49462, 2010 WL 2034542 at *13 (Bankr. D.N.J. May 21, 2010) (rejecting non-consensual third-party releases in favor of creditor: "The Plan provides for liquidation, which can be successfully accomplished whether or not [the creditor] is released from third parties' claims.").

33. As to the second *Continental* requirement, that the releases be given "in exchange for fair consideration," there is no showing that non-consenting non-debtors are receiving reasonable consideration in exchange for the release. *See In re Spansion, Inc.*, 426 B.R. at 144. Here, class 4 general unsecured creditors are looking at a potential distribution of 0.4%-3.1% on their claims against the Debtors.[6] It is not apparent they are receiving any consideration on their claims against non-Debtors. Shareholders of the parent Debtor in class 8 are receiving no consideration, whether on account of their equity interests in the parent Debtor or their claims against non-Debtors. Such releases are not supported by fair consideration.

34. For these reasons, the fairness and necessity hallmarks specified in *Continental* appear to be absent here. Whether these hallmarks are satisfied can be fully

[6] Plan § III.B.4.c)a provides a cash pot of $250,000-$2,000,000. The liquidation analysis projects general unsecured claims will equal about $64,000,000. *See* D.I. 175 at 12 of 12.

developed at the Disclosure Statement hearing. Voting results cannot cure the problem because a given creditor's yes vote in no way establishes consent by anyone else, including creditors who do not return a ballot and shareholders who are deemed to reject. Therefore, the Plan cannot be confirmed with the inclusion of the nonconsensual third-party releases. *See Continental*, 203 F.3d at 214 n.11; *In re Am. Capital Equip., LLC*, 688 F.3d at 154-55.

C. *Death Trap Should Be Narrowed Before Solicitation*

35. Presently, general unsecured creditors in class 4 who opt out of the Plan's third-party releases would forfeit their distribution. *See* Plan § III.B.4.c)a.i.2. If the Court agrees that an opt-in procedure for the Plan's third-party releases is required, then the Debtors should narrow any death trap to those class 4 creditors who vote to reject the Plan. Creditors should not forfeit their Plan distribution if they do not return a ballot, or vote to accept the Plan but do not opt-in. These cases are about resolving claims against the Debtors—not claims against non-debtor third parties. The Plan should not champion the latter over the former. At any rate, creditors should know at the outset of solicitation what effect their opting in to (or out of) the third-party releases will have on their Plan distributions.

CONCLUSION

36. The U.S. Trustee respectfully requests that the Court deny the Motion unless the Debtors (i) change the opt-out mechanism to an opt-in; (ii) narrow the Plan's definition of "Non-Participating GUC Holder" in § I.A.102 to provide: "any Holder of a General Unsecured Claim that votes to reject the Plan ~~or 'opts out' of the Third-Party Release~~."; and (iii) revise the Plan's definition of "Participating GUC Holder" in § I.A.108 to provide: "any Holder of a General Unsecured Claim that does not vote to reject the Plan ~~and does not 'opt out' of the Third-Party Release~~." The U.S. Trustee reserves all of his rights to

object to confirmation on any and all grounds, and to take discovery regarding the present matter.

WHEREFORE, the U.S. Trustee respectfully asks that this Court deny the Motion and grant such other relief as the Court deems fair and just.

Dated: March 24, 2023
Wilmington, Delaware

Respectfully submitted,

ANDREW R. VARA
UNITED STATES TRUSTEE,
REGIONS 3 & 9

By: */s/ Benjamin Hackman*

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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
STARRY GROUP HOLDINGS, INC., *et al.*,	Case No. 23-10219 (KBO)
Debtors.[1]	Re: D.I. 22, 23 & 84
	Hearing Date: Mar. 31, 2023, at 10:00 a.m. **Obj. Deadline: Mar. 23, 2023, at 5:00 p.m. (extended for U.S. Trustee to Mar. 24)**

CERTIFICATE OF SERVICE

I hereby certify that on March 24, 2023, I caused to be served a copy of the *Objection of the United States Trustee to the Debtor's Motion for Entry of an Order Approving a Disclosure Statement and Seeking Related Relief* in the above-entitled action through the CM/ECF notification system, with courtesy copies upon the following via e-mail:

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[1] The debtors in these cases, along with the last four digits of each debtor's federal tax identification number, are: Starry Group Holdings, Inc. (9355); Starry, Inc. (9616); Connect Everyone LLC (5896); Starry Installation Corp. (7000); Starry (MA), Inc. (2010); Starry Spectrum LLC (N/A); Testco LLC (5226); Starry Spectrum Holdings LLC (9444); Widmo Holdings LLC (9208); Vibrant Composites Inc. (8431); Starry Foreign Holdings Inc. (3025); and Starry PR Inc. (1214). The debtors' address is 38 Chauncy Street, Suite 200, Boston, Massachusetts 02111.

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Dated: March 24, 2023
Wilmington, Delaware

Respectfully submitted,

ANDREW R. VARA
UNITED STATES TRUSTEE,
REGIONS 3 & 9

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