

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

----- X
In re: : Chapter 11
: :
STARRY GROUP HOLDINGS, INC., *et al.*,¹ : Case No. 23-10219 (KBO)
: :
Debtors. : (Jointly Administered)
: :
----- X Ref. Docket No. 311, 408, 412, 463

CERTIFICATION OF COUNSEL

The undersigned counsel to the above-captioned debtors and debtors in possession (the “**Debtors**”) hereby certifies as follows:

1. On May 22, 2023, the Debtors filed their *Third Amended Joint Chapter 11 Plan of Reorganization of Starry Group Holdings, Inc. and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No. 459] (the “**Plan**”), and on May 26, 2023, the Court entered the *Findings of Fact, Conclusions of Law, and Order Confirming Third Amended Joint Chapter 11 Plan of Reorganization of Starry Group Holdings, Inc. and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No. 487].

2. On April 10, 2023, the Debtors filed the *Notice of Possible Assumption and Assignment of Certain Executory Contracts and Unexpired Leases* [Docket No. 311].

3. On May 8, 2023, the Debtors filed the *Notice of Filing of Plan Supplement* [Docket No. 408] with the *Assumed Contracts List*, annexed thereto as **Exhibit A-1**, and the *Rejected Contracts List*, annexed thereto as **Exhibit A-2**.

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.



4. On May 9, 2023, the Debtors filed the *Notice of Supplemental Cure Schedule* [Docket No. 412].

5. On May 22, 2023, the Debtors filed the *Notice of Filing of Second Plan Supplement* [Docket No. 463] with the *Assumed Contracts List*, annexed thereto as Exhibit A-1, and the *Rejected Contracts List*, annexed thereto as Exhibit A-2.

6. Certain contracts between the Debtors and Zayo Group, LLC (“**Zayo**”) (identified on Schedule 1 to the Stipulation (as defined below)) are identified as contracts to be assumed on or before the effective date of the Plan (the “**Plan Effective Date**”) and certain contracts between the Debtors and Zayo (identified on Schedule 2 to the Stipulation) are identified as contracts to be rejected on or before the Plan Effective Date (together, the contracts on Schedule 1 and Schedule 2 to the Stipulation, the “**Zayo Contracts**”).

7. The Debtors and Zayo have resolved their disputes regarding the Zayo Contracts as set forth more fully in that certain *Stipulation Between the Debtors and Zayo Group, LLC Resolving Cure Amount and Assumption and Rejection of Contracts* (the “**Stipulation**”).

8. Attached hereto as Exhibit A is a proposed order (the “**Proposed Order**”) approving the Stipulation. The Stipulation is attached as Exhibit 1 to the Proposed Order.

9. The Debtors have circulated the Proposed Order to counsel for the Office of the United States Trustee for the District of Delaware (the “**U.S. Trustee**”) and the Official Committee of Unsecured Creditors (the “**Committee**”), [and the U.S. Trustee and Committee have confirmed that they do not object to entry of the Proposed Order].

10. The Debtors respectfully request that the Court enter the Proposed Order approving the Stipulation at its earliest convenience without further notice or hearing.

Dated: June 29, 2023
Wilmington, Delaware

YOUNG CONAWAY STARGATT & TAYLOR, LLP

/s/ Joseph M. Mulvihill

Michael R. Nestor (No. 3526)
Kara Hammond Coyle (No. 4410)
Joseph M. Mulvihill (No. 6061)
Timothy R. Powell (No. 6894)
Rodney Square, 1000 North King Street
Wilmington, Delaware 19801
Telephone: (302) 571-6600
Facsimile: (302) 571-1253
Email: mnestor@ycst.com
kcoyle@ycst.com
jmulvihill@ycst.com
tpowell@ycst.com

-and-

LATHAM & WATKINS LLP

Jeffrey E. Bjork (admitted *pro hac vice*)
Ted A. Dillman (admitted *pro hac vice*)
Jeffrey T. Mispagel (admitted *pro hac vice*)
Nicholas J. Messana (admitted *pro hac vice*)
355 South Grand Avenue, Suite 100
Los Angeles, California 90071
Telephone: (213) 485-1234
Facsimile: (213) 891-8763
Email: jeff.bjork@lw.com
ted.dillman@lw.com
jeffrey.mispagel@lw.com
nicholas.messana@lw.com

Jason B. Gott (admitted *pro hac vice*)
330 North Wabash Avenue, Suite 2800
Chicago, Illinois 60611
Telephone: (312) 876-7700
Facsimile: (312) 993-9767
Email: jason.gott@lw.com

Counsel for Debtors and Debtors in Possession

EXHIBIT A

Proposed Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

	X	
	:	
In re:	:	Chapter 11
	:	
STARRY GROUP HOLDINGS, INC., <i>et al.</i> , ¹	:	Case No. 23-10219 (KBO)
	:	
Debtors.	:	(Jointly Administered)
	:	
	X	Ref. Docket No. _____

**ORDER APPROVING STIPULATION BETWEEN THE DEBTORS AND ZAYO
GROUP, LLC RESOLVING CURE AMOUNT AND ASSUMPTION
AND REJECTION OF CONTRACTS**

Upon the *Certification of Counsel* (the “**COC**”) pursuant to which the above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) seek entry of an order approving that certain stipulation (the “**Stipulation**”)² by and between the Debtors and Zayo Group, LLC (“**Zayo**”); and upon consideration of the Stipulation and the statements set forth in the COC; and this Court finding that entry into the Stipulation is in the best interests of the Debtors’ estates, their creditors, and other parties in interest; and after due deliberation thereon; and this Court having determined that there is good and sufficient cause for the relief granted in this Order, therefore, it is hereby

ORDERED, ADJUDGED, AND DECREED THAT:

1. The Stipulation, attached hereto as **Exhibit 1** is approved, as set forth herein.

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.

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in the Stipulation.

2. The Debtors, Zayo, and the Debtors' claims and noticing agent, Kurtzman Carson Consultants LLC, are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the terms of the Stipulation.

3. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

EXHIBIT 1

Stipulation

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

STARRY GROUP HOLDINGS, INC., *et al.*¹

Debtors.

Case No. 23-10219 (KBO)

Chapter 11

(Jointly Administered)

**STIPULATION BETWEEN THE DEBTORS AND ZAYO GROUP, LLC RESOLVING
CURE AMOUNT AND ASSUMPTION AND REJECTION OF CONTRACTS**

This stipulation (this “Stipulation”) is made and entered into by and between (i) the above-captioned debtors and debtors in possession (collectively, the “Debtors”) and (ii) Zayo Group, LLC (“Zayo”). For purposes of this Stipulation, the Debtors and Zayo are each a “Party” and collectively, the “Parties.” The Parties hereby stipulate and agree as follows:

RECITALS

I. The Chapter 11 Cases

A. On February 20, 2023 (the “Petition Date”), each of the Debtors filed voluntary petitions for relief under chapter 11 of Title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the District of Delaware (the “Court”).

B. On February 21, 2023, the Debtors filed the *Motion of Debtors for Entry of Order (I) Authorizing Assumption and Assignment of Executory Contracts and Unexpired Leases, (II) Establishing Assumption Procedures, and (III) Granting Related Relief* [Docket No. 44] (the “Contract Assumption Procedures Motion”).

¹ The debtors in these cases, along with the last four digits of each debtor’s federal tax identification number, are: Starry Croup 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.

C. On March 14, 2023, the Court entered an order [Docket No. 127] granting the relief requested in the Contract Assumption Procedures Motion, including procedures for the Debtors to notify counterparties of proposed amounts to cure monetary defaults under the Debtors' executory contracts and unexpired leases and for counterparties to respond to such notice.

D. On March 31, 2023, the Debtors filed their (i) *Amended Joint Chapter 11 Plan of Reorganization of Starry Group Holdings, Inc. and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No. 272] (as amended or modified, including, without limitation, as filed at Docket No. 407, the "Plan") and (ii) *Disclosure Statement for Amended Joint Chapter 11 Plan of Reorganization of Starry Group Holdings, Inc. and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No. 273].

E. On March 31, 2023, the Court entered the *Order (A) Approving the Amended Disclosure Statement; (B) Establishing the Voting Record Date, Voting Deadline, and Other Dates; (C) Approving Procedures for Soliciting, Receiving, and Tabulating Votes on the Amended Plan and for Filing Objections to the Amended Plan; (D) Approving the Manner and Forms of Notice and Other Related Documents; and (E) Granting Related Relief* [Docket No. 271].

F. On April 10, 2023, the Debtors filed the *Notice of Possible Assumption and Assignment of Certain Executory Contracts and Unexpired Leases* [Docket No. 311] ("Initial Assumption Notice").

G. On May 9, 2023, the Debtors filed the *Notice of Supplemental Cure Schedule* [Docket No. 412] (the "Supplemental Assumption Notice" and together with the Initial Assumption Notice, the "Contract Assumption Notices").

H. The Contract Assumption Notices identify a *Master Service Agreement* entered into by and between debtor Starry, Inc. and Zayo and various service orders, purchase orders, and

change orders as contracts that may be assumed by the Debtors. The aggregate proposed cure amount for the Zayo contracts is identified on the Contract Assumption Notices as \$69,162.89.

I. On May 8, 2023, the Debtors filed the *Notice of Filing of Plan Supplement* [Docket No. 408] with the *Assumed Contracts List* (the “Assumed Contracts List”) annexed thereto as Exhibit A-1 and the *Rejected Contracts List* (the “Rejected Contracts List”) annexed thereto as Exhibit A-2. Certain of the Zayo Contracts (as defined below) (Ref Nos. 10718 through 10731) are identified as contracts to be assumed on or before the effective date of the Plan (the “Plan Effective Date”) and certain of the Zayo Contracts (Ref Nos. 1451 through 1459) are identified as contracts to be rejected on or before the Plan Effective Date.

J. As further set out in this Stipulation, after discussion, the Parties have agreed on which of the Zayo Contracts will be assumed and which will be rejected and have agreed on certain terms associated with such assumptions and rejections.

II. The Zayo Contracts

K. On September 14, 2017, Zayo entered into that certain *Master Service Agreement* with debtor Starry, Inc. (the “2017 MSA”).

L. On August 24, 2018, Zayo entered into that certain *Master Service Agreement* with debtor Starry, Inc. (the “2018 MSA” and together with the 2017 MSA, the “MSAs”).

M. Prior to the Petition Date, and pursuant to the terms of the MSAs, Zayo and debtor Starry, Inc. entered into a variety of service orders, purchase orders, and change orders for various dark fiber services, pursuant to which debtor Starry, Inc. ordered various services for various locations (collectively, the “Zayo Contracts”).

III. Zayo Proof of Claim

N. On April 27, 2023, Zayo filed proof of claim number 250 (the “Zayo Claim”), pursuant to which Zayo asserted a general unsecured claim in an amount not less than \$74,476.39 on account of various prepetition amounts owed to Zayo pursuant to the Zayo Contracts.

O. The Parties have met and conferred regarding the Contract Assumption Notices, the Zayo Contracts, and the Zayo Claim, and desire to enter into this Stipulation to document the terms of their consensual resolution of all issues around the Contract Assumption Notices, the Zayo Contracts, and the Zayo Claim.

STIPULATION

NOW, THEREFORE, it is hereby stipulated and agreed to by and between the Parties as follows:

1. Incorporation of Recitals. The foregoing recitals are hereby fully incorporated into and made an express part of this Stipulation.
2. Stipulation Effective Date. The Stipulation shall be effective upon entry by the Court of an order approving this Stipulation (the “Stipulation Effective Date”).
3. Cure Amount. The cure amount for the Zayo Assumed Contracts (as defined below) is hereby fixed in the amount of \$127,000.00 (the “Cure Amount”).
4. Payment of Cure Amount. The Cure Amount shall be paid by the Debtors to Zayo (pursuant to wire instructions to be provided by Zayo) within seven (7) calendar days after the Plan Effective Date.
5. Assumption of Certain Zayo Contracts. On the Stipulation Effective Date, the contracts, service orders, purchase orders, and change orders identified on Schedule 1 annexed

hereto (collectively, the “Zayo Assumed Contracts”) shall be deemed assumed by the applicable Debtor pursuant to section 365(a) of the Bankruptcy Code.

6. Governing Master Service Agreement. The Parties agree that the Zayo Assumed Contracts shall be governed by the terms and conditions of the 2018 MSA. As set forth in paragraph 8 below, the 2017 MSA shall be deemed rejected, terminated, and no longer of any force and effect on the Stipulation Effective Date.

7. Rejection of Certain Zayo Contracts. The Parties agree that the contracts, service orders, purchase orders, and change orders identified on Schedule 2 annexed hereto (collectively, the “Zayo Rejected Contracts”) shall be deemed rejected, terminated, and no longer of any force and effect on the Stipulation Effective Date without any further action of any party or the Court; *provided, however*, the rejection effective date for the contract identified as Ref No. 1452 on Schedule 2 shall be July 1, 2023.

8. Allowance of General Unsecured Claim. On the Effective Date, the Zayo Claim shall be allowed as a non-priority general unsecured claim in the amount of \$4,047,068.00 (the “Allowed Zayo Claim”). For the avoidance of doubt, the Allowed Zayo Claim is hereby deemed, and shall be treated as, an Allowed General Unsecured Claim (as defined in the Plan).

9. Release of Claims by Estates. Upon the Stipulation Effective Date, the Debtors and their bankruptcy estates irrevocably waive, release, and discharge all claims, obligations, suits, judgments, remedies, damages, demands, debts, rights, causes of action, and liabilities against Zayo and each of its successors, affiliates, and assigns (collectively, the “Zayo Group”), related to the Zayo Contracts, that the Debtors and their bankruptcy estates have, may have, or are entitled to assert, whether known or unknown, liquidated or unliquidated, fixed or contingent, foreseen or unforeseen, matured or unmatured, in law, equity, or otherwise, against the Zayo Group, including,

but not limited to, all claims arising under chapter 5 of the Bankruptcy Code; *provided, however*, that nothing herein shall be deemed to be a release of any rights, claims, or obligations of any Party arising under or in connection with this Stipulation or the terms of any of the Zayo Assumed Contracts.

10. Release of Claims by Zayo. Upon the Stipulation Effective Date, Zayo irrevocably waives, releases, and discharges all claims, obligations, suits, judgments, remedies, damages, demands, debts, rights, causes of action, and liabilities against the Debtors and each of their successors, affiliates, and assigns (collectively, the “Debtor Released Parties”), related to the Zayo Contracts, that Zayo has, may have, or is entitled to assert, whether known or unknown, liquidated or unliquidated, fixed or contingent, foreseen or unforeseen, matured or unmatured, in law, equity, or otherwise, against the Debtor Released Parties, including, but not limited to, all claims arising under chapter 5 of the Bankruptcy Code; *provided, however*, that nothing herein shall be deemed to be a release of any rights, claims, or obligations of any Party arising under or in connection with this Stipulation or the terms of any of the Zayo Assumed Contracts.

11. This Stipulation and any order approving it shall be binding on the Parties and their successors and assigns.

12. The Parties participated collectively in the drafting of this Stipulation, and accordingly, the drafting of this Stipulation shall not to be attributed solely to any one Party.

13. The Court shall retain jurisdiction with respect to all matters arising from or related to the implementation of this Stipulation.

Dated: June 26, 2023

LATHAM & WATKINS LLP

/s/ Jason B. Gott

Jason B. Gott (admitted *pro hac vice*)
330 North Wabash Avenue, Suite 2800
Chicago, Illinois 60611
Telephone: (312) 876-7700
Facsimile: (312) 993-9767
Email: jason.gott@lw.com

Jeffrey E. Bjork (admitted *pro hac vice*)
Ted A. Dillman (admitted *pro hac vice*)
Jeffrey T. Mispagel (admitted *pro hac vice*)
Nicholas J. Messana (admitted *pro hac vice*)
355 South Grand Avenue, Suite 100
Los Angeles, California 90071
Telephone: (213) 485-1234
Facsimile: (213) 891-8763
Email: jeff.bjork@lw.com
ted.dillman@lw.com
jeffrey.mispagel@lw.com
nicholas.messana@lw.com

Counsel for Debtors and Debtors in Possession

**PACHULSKI STANG ZIEHL & JONES
LLP**

/s/ Colin R. Robinson

Jason H. Rosell (CA Bar No. 269126)
Colin R. Robinson (DE Bar No. 5524)
919 N. Market Street, 17th Floor
Wilmington, DE 19801
Telephone: (302) 652-4100
Email: jrosell@pszjlaw.com
crobinson@pszjlaw.com

Counsel to Zayo Group, LLC

SCHEDULE 1**Zayo Assumed Contracts**

Ref²	Counterparty Name	Description of Contract	Agreement Name
10718	Zayo Group, LLC	Fiber & Nat'l Network Services: Dark Fiber Services Schedule	Zayo Group, LLC Dark Fiber Services Schedule (August 2018).pdf
10719	Zayo Group, LLC	Fiber & Nat'l Network Services: Fiber Lateral Addendum to Dark Fiber Services Schedule	Zayo Group, LLC - Fiber Lateral Addendum (August 2018).pdf
10720	Zayo Group, LLC	Fiber & Nat'l Network Services: Master Services Agreement	Zayo Group LLC - Master Services Agreement (August 2018).pdf
10721	Zayo Group, LLC	Fiber & Nat'l Network Services: Services Schedule	Zayo Group LLC - Dark Fiber Services Agreement (Sept 2017).pdf
10722	Zayo Group, LLC	Fiber & Nat'l Network Services: Wavelength Services Schedule to Master Services Agreement	Zayo Group LLC - Wavelength Services Agreement (Sept 2017).pdf
10723	Zayo Group, LLC	Fiber & Nat'l Network Services: Order Form to Master Services Agreement	Zayo Group, LLC - Dark Fiber - MRC (S Oneida St, Denver, CO).pdf
10724	Zayo Group, LLC	Fiber Service Orders: 4605 Lankershim Blvd - Starry North Ring Add-SOF	4605 Lankershim Blvd - Starry North Ring Add-SOF.pdf
10725	Zayo Group, LLC	Fiber Service Orders: Order Form - Change Order 1691918	Denver_South Expansion_SOF1691918_final (1).pdf
10726	Zayo Group, LLC	Fiber Service Orders: Order Form - Zayo (8.13.2020)	Starry_3600 S Yosemite_Lateral Add (1).pdf
10727	Zayo Group, LLC	Fiber Service Orders: Ring1_900NAlameda_Project_SOF	Ring1_900NAlameda_Project_SOF.pdf
10728	Zayo Group, LLC	Fiber Service Orders: SO2088249 - Zayo - 437 New York Ave NW P2P_6.2.22	SO2088249 - 437 New York Ave NW P2P_6.2.22.pdf
10729	Zayo Group, LLC	Fiber Service Orders: Zayo-10G_36mRenewal_SOF_rev1	10G_36mRenewal_SOF_rev1.pdf
10730	Zayo Group, LLC	Fiber Service Orders: ZayoSOF_1838814_Boston and Monaco_Starry ring adds	ZayoSOF_1838814_Boston and Monaco_Starry ring adds.pdf
10731	Zayo Group, LLC	Fiber Service Orders: ZayoSOF_1868340_DF_P2P_1000 N Grant St	ZayoSOF_1868340_DF_P2P_1000 N Grant St.pdf

² Numbers in this column correspond to the numbers in the schedules filed at Docket No. 408.

SCHEDULE 2**Zayo Rejected Contracts**

Ref³	Counterparty Name	Description of Contract	Agreement Name
1451	Zayo Group, LLC	Fiber Service Orders: Zayo Purchase Order - 7135 S Decatur LV NV - 06.22.2022	Zayo Purchase Order - 7135 S Decatur LV NV - 06.22.2022.pdf
1452	Zayo Group, LLC	Fiber Service Orders: Zayo - New3x10G_36mOrderForm_SOF_1746879	New3x10G_36mOrderForm_SOF_1746879 (1).pdf
1453	Zayo Group, LLC	Fiber Service Orders: Zayo_SO-2113082 - 1600 S Eads St P2P_7.22.22	Zayo_SO-2113082 - 1600 S Eads St P2P_7.22.22.pdf
1454	Zayo Group, LLC	Fiber Service Orders: Fiber SO 2074077 - Zayo Group LLC - 06.24.2022	SO 2074077 (1).pdf
1455	Zayo Group, LLC	Fiber Service Orders: Fiber SO-2099282 - Zayo Group LLC - 7911 Westpark Dr P2P - 06.24.2022	SO-2099282 - 7911 Westpark Dr P2P (1) (1).pdf
1456	Zayo Group, LLC	Fiber Service Orders: Purchase Order 2087199 - Zayo - 9980 Trainstation Cir P2P_6.2.22	SO2087199 - 9980 Trainstation Cir P2P_6.2.22.pdf
1457	Zayo Group, LLC	Fiber Service Orders: SO-2109505 - 1841 Columbia Rd NW P2P_Zayo	SO-2109505 - 1841 Columbia Rd NW P2P_Zayo.pdf
1458	Zayo Group, LLC	Fiber Service Orders	SO2126189 - 700 N Randolph P2P (2).pdf
1459	Zayo Group, LLC	Fiber Service Orders	SO-2073997 LAS Vegas Market Signed SOF (1).pdf

³ Numbers in this column correspond to the numbers in the schedules filed at Docket No. 408.