

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

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In re: : Chapter 11
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STARRY GROUP HOLDINGS, INC., *et al.*,<sup>1</sup> : Case No. 23-10219 (KBO)
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Debtors. : (Joint Administration Requested)
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**MOTION OF DEBTORS FOR ENTRY OF  
INTERIM AND FINAL ORDERS (I) AUTHORIZING DEBTORS  
TO (A) MAINTAIN AND ADMINISTER PREPETITION CUSTOMER  
PROGRAMS, PROMOTIONS, AND PRACTICES AND (B) PAY AND HONOR  
RELATED PREPETITION OBLIGATIONS, AND (II) GRANTING RELATED RELIEF**

Starry Group Holdings, Inc. and its debtor affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “**Debtors**”), respectfully represent as follows in support of this motion (this “**Motion**”):

**RELIEF REQUESTED**

1. By this Motion, the Debtors seek entry of interim and final orders, substantially in the form attached hereto as **Exhibit A** (the “**Proposed Interim Order**”) and **Exhibit B** (the “**Proposed Final Order**”) and, together with the Proposed Interim Order, the “**Proposed Orders**”): (a) authorizing, but not directing, the Debtors to, in the ordinary course of business and consistent with past practice, (i) maintain and administer prepetition customer programs, promotions, and practices and (ii) pay and otherwise honor their obligations to customers and the Payment Processing Company (as defined below) related thereto, whether

<sup>1</sup> 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.



arising before or after the Petition Date (as defined below), as necessary and appropriate in the Debtors' business judgment, and (b) granting related relief.

2. The Debtors request, pursuant to this Motion, authority to pay prepetition obligations related to the above (a) upon entry of the Proposed Interim Order, in an amount not to exceed \$515,000, and (b) upon entry of the Proposed Final Order, in an amount not to exceed \$515,000, in each case, as they become due in the ordinary course of business.

### **JURISDICTION AND VENUE**

3. The Court has jurisdiction to consider this Motion pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409.

4. The statutory and legal predicates for the relief requested herein are sections 105(a), and 363(b) of title 11 of the United States Code (the "**Bankruptcy Code**") and Rules 6003 and 6004 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**").

5. Pursuant to Rule 9013-1(f) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "**Local Rules**"), the Debtors consent to the entry of a final order or judgment by the Court in connection with this Motion if it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution.

### **BACKGROUND**

6. On the date hereof (the "**Petition Date**"), the Debtors commenced with the Court voluntary cases (the "**Chapter 11 Cases**") under chapter 11 of the Bankruptcy Code. The Debtors are authorized to continue operating their business and managing their properties as debtors in

possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee, examiner, or statutory committee has been appointed in the Chapter 11 Cases.

7. Contemporaneously with the filing of this Motion, the Debtors have filed with the Court a motion requesting joint administration of the Chapter 11 Cases for procedural purposes only pursuant to Bankruptcy Rule 1015(b).

8. The factual background regarding the Debtors, including their business operations, their capital and debt structures, and the circumstances leading to the commencement of the Chapter 11 Cases, is set forth in detail in the *Declaration of Chaitanya Kanojia In Support of Chapter 11 Petitions and First Day Pleadings* (the “**First Day Declaration**”),<sup>2</sup> filed contemporaneously herewith, and is incorporated herein by reference.<sup>3</sup>

### **CUSTOMER PROGRAMS**

9. To remain one of the leading fixed wireless broadband internet service providers, the Debtors must maintain the loyalty of their customers. To attract new customers and to reward and provide incentives to existing customers, the Debtors administer, in the ordinary course of business, the practices and programs described herein (collectively, the “**Customer Programs**”). The Customer Programs include (a) a revenue sharing program, (b) a refund policy, (c) discounted subscription promotions, (d) referral bonus programs, and (e) programs and policies that enable customers to make Non-Cash Payments (as defined below).

10. Without the ability to continue the Customer Programs and to satisfy prepetition obligations in connection therewith, the Debtors risk losing customer loyalty, goodwill, and market

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<sup>2</sup> Capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in the First Day Declaration.

<sup>3</sup> The First Day Declaration and other relevant case information is available on the following website maintained by the Debtors’ proposed claims and noticing agent, Kurtzman Carson Consultants LLC: <http://www.kcellc.net/Starry>.

share, which could cause a precipitous decline in the value of their business at a critical juncture. The Debtors' ability to continue their Customer Programs and honor obligations related thereto is necessary to keep the Debtors' reputation intact, meet competitive market pressures, ensure customer satisfaction, and, ultimately, maximize value for the Debtors' estates and their stakeholders. A summary of the Debtors' Customer Programs is set forth below.

## **I. CUSTOMER PROGRAMS**

### **A. Revenue Sharing Program**

11. The Debtors maintain a program pursuant to which owners of certain partner buildings can share in the revenue generated by the Debtors' services at such buildings (the "**Revenue Sharing Program**"). The Debtors offer the Revenue Sharing Program as an incentive for such building owners to both allow the Debtors to provide their services in their buildings and to provide marketing support in an effort to increase the number of subscribers. Typically, building owners receive between 5% and 10% of revenues under the Revenue Sharing Program. The Debtors believe that the Revenue Sharing Program is effective and an important component of their overall business strategy, which is demonstrated by the fact that, as of the Petition Date, over 43,000 subscribers are in buildings that participate in this program, representing approximately \$2 million in monthly revenue as compared with approximately \$190,000 in monthly cost. As of the Petition Date, the Debtors estimate that there is approximately \$375,000 of liability outstanding under the Revenue Sharing Program, all of which will become due and payable within 30 days of the Petition Date (the "**Interim Period**").

12. The Debtors seek authority, but not direction, to continue to administer the Revenue Sharing Program and to honor obligations related thereto in the ordinary course of business, including with respect to any obligations that arose before the Petition Date.

**B. New Subscriber Programs**

13. Consistent with industry practice, the Debtors maintain a variety of programs that can be used by new customers to obtain service for periods of varying length for no charge as a “trial run,” in order to incentivize customers to use the Debtors’ services, including (a) a program pursuant to which new customers receive free service for the first seven days of their subscription (the “**First Week Free Program**”), (b) a program pursuant to which new customers in certain partner buildings receive free service for the first either 30 or 60 days of their subscriptions depending on the building (the “**Partner Tenant Program**”), and (c) other limited time programs implemented from time to time pursuant to which new customers can receive either free service for a specified time period or a prepaid Visa card (or similar reward) by using a promotional code (each, a “**Sign-Up Promo**” and, together with the First Week Free Program and the Partner Tenant Program, the “**New Subscriber Programs**”).

14. The Debtors believe that the New Subscriber Programs are critical to attracting new customers and help improve and maintain customer and building partner relationships and revenue. The New Subscriber Programs are utilized by a large number of new customers, which the Debtors view as indicative of the programs’ effectiveness. In 2022, almost a quarter of the Debtors’ new customers – over 11,000 in number – utilized the First Week Free Program and approximately 100 different buildings are enrolled in Partner Tenant Programs. The Debtors estimate, based on their historical data, that the New Subscriber Programs will result in (i) the provision of services with a value of approximately \$55,000 and (ii) approximately \$40,000 to \$60,000 of cash liabilities, in each case, on average per month, during the pendency of the Chapter 11 Cases. As of the Petition Date, the Debtors estimate that there is approximately \$5,000 of liability outstanding under a recent Sign-Up Promo, all of which will become due and payable during the Interim Period.

15. The Debtors seek authority, but not direction, to continue to administer the New Subscriber Programs and to honor obligations related thereto in the ordinary course of business, including with respect to any obligations that arose before the Petition Date.

**C. Referral Programs**

16. Consistent with industry practice, the Debtors maintain a variety of programs that offer rewards for successful referrals of new customers, including (a) a program pursuant to which existing customers receive free service for 30 days for any successful referral (the “**Subscriber Referral Program**”), (b) a program pursuant to which participating building leasing teams and superintendents receive cash bonuses for any successful referral (the “**Affiliate Referral Program**”), and (c) other limited time referral programs implemented from time to time<sup>4</sup> (each, a “**Short Term Referral Program**” and together with the Subscriber Referral Program and the Affiliate Referral Program, the “**Referral Programs**”).

17. The Debtors believe that the Referral Programs are critical to attracting new customers and help improve and maintain customer loyalty, relationships with partners, and revenue. The Referral Programs have been effective in attracting a large number of new customers. In 2022, an average of 160 new customers per month signed up through the Subscriber Referral Program alone. The Debtors’ estimate, based on their historical data, that the Referral Programs will result in (i) the provision of free services with a value of approximately \$5,000 and (ii) approximately \$5,000 of cash liabilities, in each case, on average per month, during the pendency of the Chapter 11 Cases. As of the Petition Date, the Debtors estimate that there is

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<sup>4</sup> By way of illustration, from December 1, 2022-January 31, 2023, the Debtors implemented a Short Term Referral Program, which offered existing customers a Visa prepaid card in addition to rewards earned pursuant to the Subscriber Referral Program in order to incentivize increased subscription during the holiday season.

approximately \$100,000<sup>5</sup> of liability outstanding under the Referral Programs, all of which will become due and payable (either in cash or as customer billing statement credits) during the Interim Period.

18. The Debtors seek authority, but not direction, to continue to administer the Referral Programs and to honor obligations related thereto in the ordinary course of business, including with respect to any obligations that arose before the Petition Date.

**D. Refund Program**

19. Consistent with industry practice and to accommodate customers' needs, the Debtors maintain a refund program with respect to fees paid for a customer's first 30 days of service (the "**Happy Interneting Guarantee**"). Customers may receive refunds for up to 30 days after installation of the Debtors' equipment under the Happy Interneting Program. In addition, if a customer cancels its service during a billing a cycle, the Debtors will issue a prorated refund for the unused days that have been prepaid, if applicable, by the customer (together with the Happy Interneting Guarantee, the "**Refund Program**"). The Refund Program assures the Debtors' customers that they will receive a refund if they are dissatisfied with the Debtors' services or choose to terminate their service for any reason, such as moving to a location where the Debtors do not provide services. The Refund Program is critical to attract and place at ease new customers and is similar to programs maintained by the Debtors' competitors. Based on the Debtors' historical data, approximately \$30,000 in refunds are expected to be issued, on average per month, under the Refund Program during the pendency of the Chapter 11 cases. As of the Petition Date, the Debtors estimate that there is approximately \$30,000 of liability outstanding under the Refund Program, all of which will become due and payable during the Interim Period.

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<sup>5</sup> This amount includes both cash and non-cash amounts outstanding.

20. The Debtors seek authority, but not direction, to continue to honor the Refund Program and to honor obligations related thereto in the ordinary course of business, including with respect to any obligations that arose before the Petition Date.

## **II. NON-CASH PAYMENTS AND PROCESSING OBLIGATIONS**

21. Consistent with industry practice and to accommodate customers' needs, the Debtors accept the following methods of non-cash payment from customers: credit cards (Visa, MasterCard, American Express, and Discover), debit cards, and other online-only forms of payment (collectively, the "**Non-Cash Payments**"). To process Non-Cash Payments, the Debtors are party to an agreement (the "**Payment Processing Agreement**") with Stripe, Inc. (the "**Payment Processing Company**"). Pursuant to the Payment Processing Agreement, the Debtors receive subscriber Non-Cash Payments in a designated Debtor bank account. The processing fees charged for different transaction types vary, but are in the range of 3% to 4% (the "**Processing Fees**"). On average, the Debtors pay approximately \$88,000 per month in Processing Fees, which are deducted by the Payment Processing Company from the Debtors' receipts of Non-Cash Payments.

22. When customers dispute charges with the Payment Processing Company, the Debtors may be obligated to refund to the Payment Processing Company the amount of the disputed charge, subject to certain adjustments (collectively, "**Chargebacks**" and, together with the Processing Fees, as well as other fees, fines, assessments, and obligations as may be defined in the Payment Processing Agreement, the "**Processing Obligations**"). As of the Petition Date, the Debtors are not aware of any outstanding Processing Obligations, but in an abundance of caution the Debtors seek by this Motion authority to pay up to \$5,000 on account of any unpaid prepetition Processing Obligations.

23. The Debtors' continued acceptance of Non-Cash Payments is essential to the operation of the Debtors' business because all of the Debtors' sales are made using Non-Cash Payments. Declining to accept Non-Cash Payments would have a severe negative effect on the Debtors' ongoing operations, the cost of which would be borne by their estates. To avoid disrupting these vital payment processing services, the Debtors seek authority to pay any prepetition Processing Obligations and to continue paying the Processing Obligations in the ordinary course of business pursuant to the terms of the Payment Processing Agreement, in a manner consistent with past practices.

### **BASIS FOR RELIEF REQUESTED**

#### **I. AMPLE AUTHORITY EXISTS TO SUPPORT PAYMENT OF OBLIGATIONS ARISING UNDER CUSTOMER PROGRAMS**

24. A bankruptcy court may authorize a debtor to pay certain prepetition obligations pursuant to section 363(b) of the Bankruptcy Code. 11 U.S.C. §363(b)(1). Section 363(b) of the Bankruptcy Code provides, in pertinent part, that “[t]he trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate.” To approve the use of assets outside the ordinary course of business pursuant to section 363(b) of the Bankruptcy Code, courts require only that the debtor “show that a sound business purpose justifies such actions.” *Dai-Ichi Kangyo Bank, Ltd. v. Montgomery Ward Holding Corp. (In re Montgomery Ward Holding Corp.)*, 242 B.R. 147, 153 (D. Del. 1999) (internal citations omitted); *accord In re Phoenix Steel Corp.*, 82 B.R. 334, 335–36 (Bankr. D. Del. 1987). Moreover, if “the debtor articulates a reasonable basis for its business decisions (as distinct from a decision made arbitrarily or capriciously), courts will generally not entertain objections to the debtor’s conduct.” *In re Johns-Manville Corp.*, 60 B.R. 612, 616 (Bankr. S.D.N.Y. 1986) (citation omitted); *see also Stanziale v. Nachtomi (In re Tower Air, Inc.)*, 416 F.3d 229, 238 (3d Cir. 2005) (stating that

“[o]vercoming the presumptions of the business judgment rule on the merits is a near-Herculean task”).

25. In addition, the Court has the authority, pursuant to its equitable powers under section 105(a) of the Bankruptcy Code, to authorize the relief requested herein, because such relief is necessary for the Debtors to carry out their fiduciary duties under section 1107(a) of the Bankruptcy Code. 11 U.S.C. § 1107(a). Section 105(a) of the Bankruptcy Code empowers bankruptcy courts to “issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.” 11 U.S.C. § 105(a). Section 1107(a) of the Bankruptcy Code “contains an implied duty of the debtor-in-possession” to “protect and preserve the estate, including an operating business’ going-concern value,” on behalf of a debtor’s creditors and other parties in interest. *In re CEI Roofing, Inc.*, 315 B.R. 50, 59 (Bankr. N.D. Tex. 2004) (quoting *In re CoServ, L.L.C.*, 273 B.R. 487, 497 (Bankr. N.D. Tex. 2002)); *see also Unofficial Comm. of Equity Holders v. McManigle (In re Penick Pharm., Inc.)*, 227 B.R. 229, 232-33 (Bankr. S.D.N.Y. 1998) (“[U]pon filing its petition, the Debtor became debtor in possession and, through its management . . . was burdened with the duties and responsibilities of a bankruptcy trustee.”).

26. The Court may also rely on the doctrine of necessity and its equitable powers under section 105(a) of the Bankruptcy Code to authorize the payment of prepetition claims when such payment is essential to the continued operation of a debtor’s business. *See, e.g., In re Just for Feet, Inc.*, 242 B.R. 821, 824-25 (D. Del. 1999) (holding that section 105(a) of the Bankruptcy Code provides a statutory basis for payment of prepetition claims under the doctrine of necessity, particularly when such payment is necessary for the debtor’s survival during chapter 11); *In re Columbia Gas Sys., Inc.*, 171 B.R. 189, 191–92 (Bankr. D. Del. 1994) (confirming that the doctrine

of necessity is the standard for enabling a court to authorize payment of prepetition claims before confirmation of a reorganization plan).

27. The relief requested by this Motion represents a sound exercise of the Debtors' business judgment, is necessary to avoid immediate and irreparable harm to the Debtors' estates, and is justified under sections 363(b) and 105(a) of the Bankruptcy Code. Authorizing the Debtors to maintain and honor the Customer Programs, including compliance with all Processing Obligations, will ensure the continued loyalty and goodwill of the Debtors' customers, enable the Debtors' customer base to grow, and inure to the benefit of all parties in interest.

**II. CONTINUING CUSTOMER PROGRAMS AND HONORING OBLIGATIONS RELATED THERETO ARE IN THE BEST INTERESTS OF THE DEBTORS' BUSINESS AND ESTATES**

28. The ability to continue administering the Customer Programs without interruption is absolutely critical to the Debtors' valuable customer relationships and goodwill, which will inure to the benefit of all of the Debtors' stakeholders. If the Debtors are unable to continue the Customer Programs or honor obligations thereunder, the Debtors risk alienating customers (who then could form relationships with the Debtors' competitors) and suffering irreparable blows to goodwill and customer loyalty.

29. Moreover, conducting Customer Programs is an essential marketing strategy the Debtors use to attract new customers. Failure to continue the Customer Programs will place the Debtors at a significant competitive disadvantage in the marketplace, amplifying the negative effect of customer uncertainty that may arise from the Chapter 11 Cases. Such uncertainty could erode the Debtors' hard-earned reputation and brand loyalty, which, in turn, could adversely impact the Debtors' ability to successfully administer the Chapter 11 Cases and maximize the value of their estates. The relief requested herein will pay dividends with respect to the Debtors' business, both in terms of profitability and the engendering of goodwill.

30. Honoring obligations under the Customer Programs is essential for the Debtors to maintain and grow valuable customer relationships. If the Debtors do not continue administering their Customer Programs, existing customers will have no incentive to maintain their relationship with the Debtors, and potential customers will have no incentive to choose to utilize the services of the Debtors over their competitors. The Debtors cannot afford the appearance of taking their customers or their competition for granted. It is without a doubt that the Debtors' ability to continue the Customer Programs and honor obligations related thereto is essential to the Debtors' ability to utilize the Chapter 11 Cases to maximize the value of their estates for the benefit of their stakeholders. Accordingly, the Court should authorize the Debtors to continue administering the Customer Programs and to honor any obligations in connection therewith.

**DEBTORS' BANKS SHOULD BE AUTHORIZED TO  
HONOR CHECKS AND ELECTRONIC FUNDS TRANSFERS**

31. The Debtors further request that the Court (a) authorize all applicable financial institutions (collectively, the "**Banks**") to receive, process, honor, and pay all checks presented for payment and electronic payment requests relating to the relief sought herein to the extent that the Debtors have sufficient funds on deposit in their accounts with the Banks, whether such checks were presented or electronic requests were submitted before or after the Petition Date, and (b) authorize the Banks to rely on the Debtors' designation of any particular check or electronic payment request as appropriate pursuant to this Motion without any duty of further inquiry and without liability for following the Debtors' instructions. The Debtors anticipate having sufficient funds to pay the amounts described herein. In addition, under the Debtors' existing cash management system, the Debtors can readily identify whether checks or wire transfer requests are payments authorized by the relief requested herein. Accordingly, the Debtors believe that checks,

direct debits, or wire transfer requests, other than those relating to authorized payments, will not be honored inadvertently.

**BANKRUPTCY RULE 6003 HAS BEEN SATISFIED  
AND BANKRUPTCY RULE 6004 SHOULD BE WAIVED**

32. Certain aspects of the relief requested herein may, if granted, be subject to Bankruptcy Rule 6003, which governs the availability of certain types of relief within 21 days after the Petition Date. Pursuant to Bankruptcy Rule 6003, a court may grant such relief if it is necessary to avoid immediate and irreparable harm. The Debtors submit that the facts set forth herein and in the First Day Declaration demonstrate that the relief requested is necessary to avoid immediate and irreparable harm to the Debtors and, thus, Bankruptcy Rule 6003 has been satisfied.

33. Additionally, to the extent that any aspect of the relief sought herein constitutes a use of property under section 363(b) of the Bankruptcy Code, the Debtors seek a waiver of the notice requirements under Bankruptcy Rule 6004(a), to the extent not satisfied, and of the 14-day stay under Bankruptcy Rule 6004(h). As described above, the relief that the Debtors seek in this Motion is immediately necessary in order for the Debtors to be able to continue to operate their business and preserve the value of their estates. Accordingly, the Debtors submit that the requested waiver of the notice requirements of Bankruptcy Rule 6004(a) and of the 14-day stay imposed by Bankruptcy Rule 6004(h) is appropriate.

**RESERVATION OF RIGHTS**

34. Nothing contained herein is or should be construed as: (a) an admission as to the validity of any claim against the Debtors or the existence of any lien against the Debtors' property; (b) a waiver of the Debtors' rights to dispute any claim or lien on any grounds; (c) a promise to pay any claim; (d) an implication or admission that any particular claim would constitute an allowed claim; (e) an assumption or rejection of any executory contract or unexpired lease

pursuant to section 365 of the Bankruptcy Code; or (f) a limitation on the Debtors' rights under section 365 of the Bankruptcy Code to assume or reject any executory contract with any party subject to the Proposed Orders once entered. Nothing contained in the Proposed Orders will be deemed to increase, reclassify, elevate to an administrative expense status, or otherwise affect any claim to the extent it is not paid.

**NOTICE**

35. Notice of this Motion will be provided to (a) the Office of the United States Trustee for the District of Delaware (Attn: Benjamin Hackman); (b) the holders of the 30 largest unsecured claims against the Debtors; (c) counsel to ArrowMark Agency Services LLC as DIP Agent and Prepetition Agent, (i) Sheppard, Mullin, Richter & Hampton LLP (Attn: Justin Bernbrock, Kyle J. Mathews, Bryan V. Uelk, and Catherine Jun), and (ii) Potter Anderson & Corroon LLP (Attn: L. Katherine Good); (d) the Payment Processing Company; (e) the Banks; (f) the United States Attorney's Office for the District of Delaware; (g) the Internal Revenue Service; (h) the United States Securities and Exchange Commission; and (i) any party that has requested notice pursuant to Bankruptcy Rule 2002. As this Motion is seeking "first day" relief, the Debtors will serve copies of this Motion and any order entered in respect of this Motion as required by Local Rule 9013-1(m). The Debtors believe that no further notice is required.

*[Remainder of page left intentionally blank]*

WHEREFORE the Debtors respectfully request entry of the Proposed Orders granting the relief requested herein and such other and further relief as the Court may deem just and appropriate.

Dated: February 20, 2023  
Wilmington, Delaware

**YOUNG CONAWAY STARGATT & TAYLOR, LLP**

/s/ Joseph M. Mulvihill

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*Proposed Counsel for Debtors and Debtors in Possession*

**EXHIBIT A**

**Proposed Interim Order**

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

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

**INTERIM ORDER (I) AUTHORIZING DEBTORS TO  
(A) MAINTAIN AND ADMINISTER PREPETITION CUSTOMER  
PROGRAMS, PROMOTIONS, AND PRACTICES AND (B) PAY AND HONOR  
RELATED PREPETITION OBLIGATIONS AND (II) GRANTING RELATED RELIEF**

Upon the motion (the “**Motion**”)<sup>2</sup> of the above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) for entry of orders (a) authorizing, but not directing, the Debtors to, in the ordinary course of business and consistent with past practice, (i) maintain and administer prepetition customer programs, promotions, and practices and (ii) pay and otherwise honor their obligations to customers and the Payment Processing Company related thereto, whether arising before or after the Petition Date, as necessary and appropriate in the Debtors’ business judgment, and (b) granting related relief, all as more fully set forth in the Motion; and this Court having reviewed the Motion and the First Day Declaration; and this Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and this Court having found that this is a core proceeding

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<sup>1</sup> 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.

<sup>2</sup> Capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in the Motion.

pursuant to 28 U.S.C. § 157(b)(2) and that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary, except as set forth in the Motion with respect to entry of this Interim Order and notice of the Final Hearing (as defined below); and upon the record herein; and after due deliberation thereon; and this Court having determined that there is good and sufficient cause for the relief granted in this Interim Order, therefore, it is hereby

**ORDERED, ADJUDGED, AND DECREED THAT:**

1. The Motion is granted on an interim basis, as set forth herein.
2. All objections to the entry of this Interim Order, to the extent not withdrawn or settled, are overruled.
3. The Debtors are authorized, but not directed, to maintain and administer the Customer Programs and honor any related prepetition obligations, including any Processing Obligations, in the ordinary course of business and consistent with past practices in an aggregate amount not to exceed \$515,000 on an interim basis.
4. The Banks shall be, and are, hereby authorized, when requested by the Debtors, to process, honor, pay, and, if necessary, reissue any and all checks or electronic funds transfers, including prepetition checks and electronic payment and transfer requests that the Debtors reissue or re-request postpetition, drawn on the Debtors' accounts, whether those checks were presented before or after the Petition Date, provided that sufficient funds are available in such accounts to make the payments.

5. The Banks may rely on the representations of the Debtors with respect to whether any check or other transfer drawn or issued by the Debtors before the Petition Date should be honored pursuant to this Interim Order, and the Banks shall not have any liability to any party for relying on such representations by the Debtors as provided for in this Interim Order.

6. The Debtors are authorized, but not directed, to issue new postpetition checks, or effect new electronic funds transfers, on account of the Customer Programs as set forth herein, and to replace any prepetition checks or electronic fund transfer requests that may be lost or dishonored as a result of the commencement of the Chapter 11 Cases.

7. Nothing in the Motion or this Interim Order, nor any actions or payments made by the Debtors pursuant to this Interim Order, shall be construed as: (a) an admission as to the validity of any claim against the Debtors or the existence of any lien against the Debtors' properties; (b) a waiver of the Debtors' rights to dispute any claim or lien on any grounds; (c) a promise to pay any claim; (d) an implication or admission that any particular claim would constitute an allowed claim; (e) an assumption or rejection of any executory contract or unexpired lease pursuant to section 365 of the Bankruptcy Code; or (f) a limitation on the Debtors' rights under section 365 of the Bankruptcy Code to assume or reject any executory contract with any party subject to this Interim Order. Nothing contained in this Interim Order shall be deemed to increase, reclassify, elevate to an administrative expense status, or otherwise affect any claim to the extent it is not paid.

8. Notwithstanding Bankruptcy Rule 6004(h), to the extent applicable, this Interim Order shall be effective and enforceable immediately upon entry hereof.

9. The requirements set forth in Bankruptcy Rule 6004(a) are hereby waived.

10. The requirements set forth in Bankruptcy Rule 6003(b) are satisfied because the relief set forth in this Interim Order is necessary to avoid immediate and irreparable harm.

11. The Debtors are hereby authorized to take such actions and to execute such documents as may be necessary to implement the relief granted by this Interim Order.

12. The final hearing (the “**Final Hearing**”) on the Motion shall be held on \_\_\_\_\_, 2023, at \_\_\_\_\_, prevailing Eastern Time. On or before \_\_\_\_\_, prevailing Eastern Time, on \_\_\_\_\_, 2023, any objections or responses to entry of a final order on the Motion (a “**Final Order**”) shall be filed with this Court, and served on: (a) proposed counsel to the Debtors, (i) Latham & Watkins LLP, (1) 355 South Grand Avenue, Suite 100, Los Angeles, California 90071 (Attn: Ted A. Dillman (ted.dillman@lw.com), Jeffrey T. Mispagel (jeffrey.mispagel@lw.com), and Nicholas J. Messana (nicholas.messana@lw.com)) and (2) 330 North Wabash Avenue, Suite 2800, Chicago, Illinois 60611 (Attn: Jason B. Gott (jason.gott@lw.com)) and (ii) Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, Delaware 19801 (Attn: Kara Hammond Coyle (kcoyle@ycst.com), Joseph M. Mulvihill (jmulvihill@ycst.com), and Timothy R. Powell (tpowell@ycst.com)); (b) counsel to ArrowMark Agency Services LLC as DIP Agent and Prepetition Agent, (i) Sheppard, Mullin, Richter & Hampton LLP, (1) 333 South Hope Street, 43<sup>rd</sup> Floor, Los Angeles, California 90071 (Attn: Kyle J. Matthews (KMatthews@sheppardmullin.com)) and (2) 321 North Clark Street, 32<sup>nd</sup> Floor, Chicago, Illinois 60654 (Attn: Justin Bernbrock (JBernbrock@sheppardmullin.com), Bryan V. Uelk (BUelk@sheppardmullin.com) and Catherine Jun (CJun@sheppardmullin.com)), and (ii) Potter Anderson & Corroon LLP, Hercules Plaza, 1313 North Market Street, 6th Floor, P.O. Box 951, Wilmington, Delaware, 19801 (Attn: L. Katherine Good (kgood@potteranderson.com)); (c) counsel to any statutory committee appointed in the Chapter 11 Cases; and (d) the Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Lockbox 35,

Wilmington, Delaware 19801 (Attn: Benjamin Hackman (Benjamin.A.Hackman@usdoj.gov)).

In the event that no objections to entry of the Final Order on the Motion are timely received, this Court may enter such Final Order without need for the Final Hearing.

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

**EXHIBIT B**

**Proposed Final 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> , <sup>1</sup>	:	Case No. 23-10219 (KBO)
	:	
Debtors.	:	(Jointly Administered)
	:	
	x	Re: Docket Nos.

**FINAL ORDER (I) AUTHORIZING DEBTORS TO  
(A) MAINTAIN AND ADMINISTER PREPETITION CUSTOMER  
PROGRAMS, PROMOTIONS, AND PRACTICES AND (B) PAY AND HONOR  
RELATED PREPETITION OBLIGATIONS AND (II) GRANTING RELATED RELIEF**

Upon the motion (the “**Motion**”)<sup>2</sup> of the above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) for entry of orders: (a) authorizing, but not directing, the Debtors to, in the ordinary course of business and consistent with past practice, (i) maintain and administer prepetition customer programs, promotions, and practices and (ii) pay and otherwise honor their obligations to customers and the Payment Processing Company related thereto, whether arising before or after the Petition Date, as necessary and appropriate in the Debtors’ business judgment, and (b) granting related relief, all as more fully set forth in the Motion; and this Court having reviewed the Motion and the First Day Declaration, and the Interim Order, as approved by this Court; and this Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and this

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<sup>1</sup> 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.

<sup>2</sup> Capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in the Motion.

Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary; and upon the record herein; and after due deliberation thereon; and this Court having determined that there is good and sufficient cause for the relief granted in this Final Order, therefore, it is hereby

**ORDERED, ADJUDGED, AND DECREED THAT:**

1. The Motion is granted on a final basis, as set forth herein.
2. All objections to the entry of this Final Order, to the extent not withdrawn or settled, are overruled.
3. The Debtors are authorized, but not directed, to maintain and administer the Customer Programs and honor any related prepetition obligations, including any Processing Obligations, in the ordinary course of business and consistent with past practices in an aggregate amount not to exceed \$515,000 on a final basis.
4. The Banks shall be, and are, hereby authorized, when requested by the Debtors, to process, honor, pay, and, if necessary, reissue any and all checks or electronic funds transfers, including prepetition checks and electronic payment and transfer requests that the Debtors reissue or re-request postpetition, drawn on the Debtors' accounts, whether those checks were presented before or after the Petition Date, provided that sufficient funds are available in such accounts to make the payments.
5. The Banks may rely on the representations of the Debtors with respect to whether any check or other transfer drawn or issued by the Debtors before the Petition Date should be

honored pursuant to this Final Order, and the Banks shall not have any liability to any party for relying on such representations by the Debtors as provided for in this Final Order.

6. The Debtors are authorized, but not directed, to issue new postpetition checks, or effect new electronic funds transfers, on account of the Customer Programs as set forth herein, and to replace any prepetition checks or electronic fund transfer requests that may be lost or dishonored as a result of the commencement of the Chapter 11 Cases.

7. Nothing in the Motion or this Final Order, nor any actions or payments made by the Debtors pursuant to this Final Order, shall be construed as: (a) an admission as to the validity of any claim against the Debtors or the existence of any lien against the Debtors' properties; (b) a waiver of the Debtors' rights to dispute any claim or lien on any grounds; (c) a promise to pay any claim; (d) an implication or admission that any particular claim would constitute an allowed claim; (e) an assumption or rejection of any executory contract or unexpired lease pursuant to section 365 of the Bankruptcy Code; or (f) a limitation on the Debtors' rights under section 365 of the Bankruptcy Code to assume or reject any executory contract with any party subject to this Final Order. Nothing contained in this Order shall be deemed to increase, reclassify, elevate to an administrative expense status, or otherwise affect any claim to the extent it is not paid.

8. Notwithstanding Bankruptcy Rule 6004(h), to the extent applicable, this Final Order shall be effective and enforceable immediately upon entry hereof.

9. The Debtors are hereby authorized to take such actions and to execute such documents as may be necessary to implement the relief granted by this Final Order.

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