

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

In re:

STARRY GROUP HOLDINGS, INC., et al.,<sup>1</sup>

Debtors.

Chapter 11

Case No. 23-10219 (KBO)

(Jointly Administered)

**SUPPLEMENTAL CERTIFICATE OF SERVICE**

I, Heather Fellows, depose and say that I am employed by Kurtzman Carson Consultants LLC (KCC), the claims and noticing agent for the Debtors in the above-captioned case.

On May 8, 2023, at my direction and under my supervision, employees of KCC caused to be served per postal forwarding address the following document via First Class Mail upon the service list attached hereto as **Exhibit A**:

- **Notice of Sale, Bidding Procedures, Auction, and Sale Hearing** [Docket No. 190]

Furthermore, on May 10, 2023, at my direction and under my supervision, employees of KCC caused to be served per postal forwarding address the following documents via First Class Mail upon the service lists attached hereto as **Exhibit B** and **Exhibit C**:

- **Notice of Deadline for Filing Proofs of Claim, Including for Claims Asserted Under Section 503(b)(9) of the Bankruptcy Code** [Docket. No. 243]
- [Customized] **Official Form 410 Proof of Claims** [substantially in the form of Exhibit 2 to Docket No. 128]

Furthermore, on May 10, 2023, at my direction and under my supervision, employees of KCC caused to be served per postal forwarding address the following document via First Class Mail upon the service list attached hereto as **Exhibit E**:

- [Customized] **Notice of Possible Assumption and Assignment of Certain Executory Contracts and Unexpired Leases** [attach hereto as **Exhibit D**]

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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.



Furthermore, on or before May 11, 2023, at my direction and under my supervision, employees of KCC caused to be served per postal forwarding address the following document via First Class Mail upon the service list attached hereto as **Exhibit F**:

- **[Customized] Notice of Possible Assumption and Assignment of Certain Executory Contracts and Unexpired Leases** [attach hereto as **Exhibit D**]

Dated: May 12, 2023

/s/ Heather Fellows  
Heather Fellows  
KCC  
222 N Pacific Coast Highway, 3rd Floor  
El Segundo, CA 90245  
Tel 310.823.9000

# **EXHIBIT A**

**Creditor Matrix**

**Served via First Class Mail**

<b>CreditorName</b>	<b>Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>
Nice Touch Communications	PO Box 99	Park Ridge	NJ	07656-0099

# **EXHIBIT B**

**Exhibit B**

**Creditor Matrix**

**Served via First Class Mail**

<b>CreditorName</b>	<b>Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>
Ana Lo	Address on File			
Mawuko Dadah	Address on File			

# **EXHIBIT C**

**Confidential – All MDU Parties Information Redacted**

# EXHIBIT D

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

----- X  
: Chapter 11  
In re: :  
: Case No. 23-10219 (KBO)  
STARRY GROUP HOLDINGS, INC., *et al.*,<sup>1</sup> :  
: (Jointly Administered)  
Debtors. :  
: Re: Docket Nos. 44 & 127  
----- X

**NOTICE OF POSSIBLE ASSUMPTION AND ASSIGNMENT OF  
CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

**PLEASE TAKE NOTICE OF THE FOLLOWING:**

1. On February 21, 2023, the debtors and debtor in possession in the above-captioned chapter 11 cases (the “**Debtors**”), filed a motion [Docket No. 44] (the “**Contract Procedures Motion**”) seeking entry of an order (the “**Contract Procedures Order**”):<sup>2</sup>

(a) authorizing assumption and assignment of executory contracts and unexpired leases (collectively, the “**Contracts**”) and the determination of amounts necessary to cure all monetary defaults thereunder (collectively, the “**Cure Amounts**” and the “**Assumption Procedures**”),

(b) authorizing and approving the form and manner of this notice (this “**Cure Notice**”) to counterparties to a Contract (the “**Contract Parties**”) of the Debtors’ calculation of the applicable Cure Amount, and (c) granting related relief. On February 20, 2023, the Debtors filed a proposed chapter 11 plan of reorganization [Docket No. 22] (the “**Plan**”) and a motion [Docket No. 21]

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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 Chauncey 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 Contract Procedures Motion or the Bidding Procedures Motion (as defined below), as applicable.

(the “**Bidding Procedures Motion**”) seeking entry of an order approving Bidding Procedures in connection with a Sale of the Debtors’ Assets and/or Reorganized Equity. The Debtors are pursuing simultaneous processes toward confirmation of the Plan and a Sale.

2. On March 14, 2023, the Court entered the Contract Procedures Order [Docket No. 127].

3. On March 21, 2023, the Court entered the Bidding Procedures Order [Docket No. 185].

4. On March 31, 2023, the Debtors filed an amended Plan [Docket No. 272].

5. On April 10, 2023, the Debtors filed a schedule [Docket No. 311] (the “**Contracts Schedule**”) listing all of the Debtors’ Contracts, including the respective Cure Amounts. The Contracts Schedule and Cure Amounts are also posted on the website maintained by the Debtors’ claims and noticing agent, Kurtzman Carson Consultants LLC, at <http://www.kccllc.net/Starry>. An excerpt from the Contracts Schedule, which contains the Contract(s) to which the Debtors believe you are party, and the proposed Cure Amount related thereto, is attached hereto as **Exhibit 1**.

6. Under the Contract Procedures Order, the deadline to object to any Cure Amount or to assumption by the Reorganized Debtors or the assumption and assignment of your Contract(s) on any basis other than a Buyer-Related Objection (as defined below) is **May 1, 2023, at 4:00 p.m. (prevailing Eastern Time)** (the “**Initial Objection Deadline**”) and any such objections must be served on: (a) the Debtors; (b) counsel to the Debtors, (i) Latham & Watkins LLP, (1) 355 South Grand Avenue, Suite 100, Los Angeles, California 90071 (Attn: Jeffrey E. Bjork ([jeff.bjork@lw.com](mailto:jeff.bjork@lw.com)), Ted A. Dillman ([ted.dillman@lw.com](mailto:ted.dillman@lw.com)), Jeffrey T. Mispagel ([jeffrey.mispagel@lw.com](mailto:jeffrey.mispagel@lw.com)), and Nicholas J. Messana ([nicholas.messana@lw.com](mailto:nicholas.messana@lw.com)), (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, 1000 North King Street, Wilmington, Delaware 19801 (Attn: Michael R. Nestor (mnestor@ycst.com), Kara Hammond Coyle (kcoyle@ycst.com), and Joseph M. Mulvihill (jmulvihill@ycst.com)); (c) the U.S. Trustee, 844 King Street, Suite 2207, Lockbox 35, Wilmington, DE 19801 (Attn: Benjamin Hackman (Benjamin.A.Hackman@usdoj.gov)); (d) counsel to ArrowMark Agency Services, LLC as DIP Agent and Prepetition Agent, Sheppard, Mullin, Richter & Hampton LLP (i) 333 South Hope Street, 43<sup>rd</sup> Floor, Los Angeles, California 90071 (Attn: Kyle J. Matthews (KMatthews@sheppardmullin.com)), and (ii) 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 (e) counsel to the Creditors' Committee, McDermott Will & Emery LLP, (i) One Vanderbilt Avenue, New York, New York 10017 (Attn: Darren Azman (dazman@mwe.com), Kristin Going (kgoing@mwe.com), Stacy A. Lutkus (salutkus@mwe.com), and Natalie Rowles (nrowles@mwe.com)), and (ii) The Nemours Building, 1007 North Orange Street, 10<sup>th</sup> Floor, Wilmington, Delaware 19801 (Attn: David R. Hurst (dhurst@mwe.com)) (collectively, the "**Initial Objection Notice Parties**"). Any such objection must (a) be in writing, (b) state the basis for such objection, and (c) if such objection is to the Cure Amount, state with specificity what Cure Amount you believe is required (in all cases, with appropriate documentation in support thereof).

7. On or about April 24, 2023 at 10:00 a.m. (prevailing Eastern Time), to the extent they receive any Qualified Bids, the Debtors may commence an auction (the "**Auction**") for substantially all of their Assets or Reorganized Equity. By 4:00 p.m. (prevailing Eastern Time)

the calendar day after the Auction is completed, the Debtors will announce the identity of the Buyer (if any) and any Backup Bidder and will file with the Court a notice of the same and, in the case of a Successful Bid to be consummated other than under the Plan, the time and date of the Sale Hearing. At that same time, if the Buyer is proposed to acquire the Debtors' Assets, including the Contracts, as opposed to the Debtors' Reorganized Equity, the Debtors will serve notice of the same by fax, email, or (if neither is available) overnight courier to all creditors or Contract Parties that made a request for such service to the Debtors' counsel at least two business days before the Auction. In the event a Buyer is proposed to acquire your Contract, and if you wish to raise an objection specifically based on the identity of the Buyer or to the ability of the Buyer to demonstrate adequate assurance of future performance (an "**Buyer-Related Objection**"), one of two deadlines for such Buyer-Related Objections will apply, depending on whether the Buyer is proposed to acquire your Contract under the Plan:

- If the Buyer's purchase will **not** be consummated pursuant to the Plan, any Buyer-Related Objection **must be filed and/or presented no later than at the Sale Hearing**. The Sale Hearing is expected take place on or about **May 3, 2023 at 1:00 p.m. (prevailing Eastern Time)** before the Honorable Karen B. Owens, United States Bankruptcy Judge, in the Court, located at 824 N. Market St, Wilmington, DE 19801. The Sale Hearing may be adjourned by a notice filed on the docket or announcement in open court.
- If the Buyer's purchase will be consummated under the Plan, any Buyer-Related Objection must be filed on or before the date that is 14 days after service of the notice of the Buyer's identity (together with the deadline described in the preceding paragraph, and as applicable, the "**Buyer-Related Objection Deadline**").

8. At the Sale Hearing or Confirmation Hearing, as applicable, only those Contracts (and the corresponding Cure Amounts) listed on the Cure Notice that have been selected to be

assumed either by the Reorganized Debtors or by the Buyer (if any) (collectively, the “**Selected Contracts**”) will be subject to approval by the Court at such time.<sup>3</sup>

9. Unless you file an objection to the Cure Amount or to the assumption or assignment and assignment of your Contract (other than a Buyer-Related Objection) by the Initial Objection Deadline, or a Buyer-Related Objection by the Buyer-Related Objection Deadline, you will be (a) deemed to have consented to the Cure Amount and the assumption or assignment and assignment of your Contract and (b) forever barred and estopped from asserting that any amounts other than the Cure Amounts identified on **Exhibit 1** hereto were due and owing before the closing date of the Sale to a Buyer.

10. The inclusion of a Contract or other document or Cure Amount on the Contracts Schedule *will not* constitute or be deemed a determination or admission by the Debtors, the applicable Buyer, or any other party in interest that such contract or other document is an executory contract or an unexpired lease within the meaning of chapter 11 of the Bankruptcy Code or that the stated Cure Amounts are due. The Debtors reserve all rights, claims, and causes of action with respect to each Contract. The Debtors’ inclusion of any Contract on the Contracts Schedule is not a guarantee that such Contract ultimately will be assumed or assumed and assigned.

11. To the extent a Buyer is not selected, the Contract Parties are still bound by the Initial Objection Deadline and the Supplemental Initial Objection Deadline, and the assumption of the Selected Contracts will be subject to the Court’s approval at the Confirmation Hearing rather than the Sale Hearing.

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<sup>3</sup> As is customary, the Debtors anticipate that the Selected Contracts will be publicly identified through either (a) in the case of a Sale other than under the Plan, through the filing of schedules to the relevant asset purchase agreement or other document or (b) in the case of assumption or assignment occurring under the Plan, through the filing of the Plan Supplement (as defined in the Plan).

12. The Debtors' assumption or assumption and assignment of a Contract is subject to approval by the Court. Absent entry of a Sale Order or Confirmation Order, as applicable, approving the assumption or assumption and assignment of a Contract and the consummation of the relevant transaction, such Contract will be deemed neither assumed nor assigned, and will in all respects be subject to subsequent assumption or rejection by the Debtors.

13. Any Sale to a Buyer will be free and clear of all Interests, with such Interests to attach to the proceeds of the sale of the Assets with the same validity and priority as such Interests applied against the Assets. As used herein, Interests include all of the following, in each case, to the extent against or with respect to the Debtors, or in, on, or against, or with respect to any of the Assets: liens (as defined in section 101(37) of the Bankruptcy Code, and whether consensual, statutory, possessory, judicial, or otherwise), claims (as defined in section 101(5) of the Bankruptcy Code), debts (as defined in section 101(12) of the Bankruptcy Code), encumbrances, obligations, liabilities, demands, guarantees, actions, suits, defenses, deposits, credits, allowances, options, rights, restrictions, limitations, contractual commitments, rights, or interests of any kind or nature whatsoever, whether known or unknown, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or non-material, disputed or undisputed, whether arising prior to or subsequent to the commencement of this chapter 11 case, and whether imposed by agreement, understanding, law, equity, or otherwise, including, but not limited to, (a) mortgages, deeds of trust, pledges, charges, security interests, hypothecations, encumbrances, easements, servitudes, leases, subleases, rights-of-way, encroachments, restrictive covenants, restrictions on transferability or other similar restrictions, rights of setoff (except for setoffs validly exercised before the Petition Date), rights of

use or possession, subleases, leases, conditional sale arrangements, deferred purchase price obligations, or any similar rights; (b) all claims, including, without limitation, all rights or causes of action (whether in law or equity), proceedings, warranties, guarantees, indemnities, rights of recovery, setoff (except for setoffs validly exercised before the Petition Date), indemnity or contribution, obligations, demands, restrictions, indemnification claims, or liabilities relating to any act or omission of the Debtors or any other person, consent rights, options, contract rights, covenants, and interests of any kind or nature whatsoever (known or unknown, matured or unmatured, accrued, or contingent and regardless of whether currently exercisable), whether arising prior to or subsequent to the commencement of this chapter 11 case, and whether imposed by agreement, understanding, law, equity, or otherwise; (c) all debts, liabilities, obligations, contractual rights and claims, and labor, employment, and pension claims; (d) any rights that purport to give any party a right or option to effect any forfeiture, modification, right of first offer or first refusal, or consents, or termination of the Debtors' or the purchaser's interest in the Assets, or any similar rights; (e) any rights under labor or employment agreements; (f) any rights under pension, multiemployer plan (as such term is defined in section 3(37) or section 4001(a)(3) of the Employment Retirement Income Security Act of 1974 (as amended, "ERISA")), health or welfare, compensation or other employee benefit plans, agreements, practices, and programs, including, without limitation, any pension plans of the Debtors or any multiemployer plan to which the Debtors have at any time contributed to or had any liability or potential liability; (g) any other employee claims related to worker's compensation, occupation disease, or unemployment or temporary disability, including, without limitation, claims that might otherwise arise under or pursuant to (i) ERISA, (ii) the Fair Labor Standards Act, (iii) Title VII of the Civil Rights Act of 1964, (iv) the Federal Rehabilitation Act of 1973, (v) the National Labor Relations Act, (vi) the

Age Discrimination and Employment Act of 1967 and the Age Discrimination in Employment Act, each as amended, (vii) the Americans with Disabilities Act of 1990, (viii) the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, including, without limitation, the requirements of Part 6 of Subtitle B of Title I of ERISA and Section 4980B of the Internal Revenue Code of any similar state law, (ix) state discrimination laws, (x) state unemployment compensation laws or any other similar state laws, (xi) any other state or federal benefits or claims relating to any employment with the Debtors or any of their predecessors, or (xii) the WARN Act (29 U.S.C. §§ 2101, *et seq.*) or any state or other laws of similar effect; (h) any bulk sales or similar law; (i) any tax statutes or ordinances, including, without limitation, the Internal Revenue Code of 1986, as amended, and any taxes arising under or out of, in connection with, or in any way relating to the operation of the Assets or business of the Debtors before the closing of a Sale; (j) any unexpired and executory contract or unexpired lease to which the Debtors are a party that is not assumed; (k) any other excluded liabilities under the Asset Purchase Agreement; and (l) Interests arising under or in connection with any acts, or failures to act, of the Debtors or any of their predecessors, affiliates, or subsidiaries, including, but not limited to, Interests arising under any doctrines of successor liability (to the greatest extent permitted by applicable law), or transferee or vicarious liability, violation of the Securities Act, the Exchange Act, or other applicable securities laws or regulations, breach of fiduciary duty, or aiding or abetting breach of fiduciary duty, or any similar theories under applicable law or otherwise.

14. Copies of the Contract Procedures Motion, Contract Procedures Order, Bidding Procedures Motion, Bidding Procedures Order, all exhibits and schedules thereto, the Auction and Sale Notice, and the Contracts Schedule, and certain other documents relevant to the Sale, may be obtained at the website maintained by KCC, at <http://www.kccllc.net/Starry>. Copies of these

documents also are available for inspection during regular business hours at the Office of the Clerk of the Court, located at 824 N. Market Street, 3rd Floor, Wilmington, Delaware 19801, and may be viewed for a fee on the internet at the Court's website (<http://www.deb.uscourts.gov/>) by following the directions for accessing the ECF system on such website.

*[Remainder of page left intentionally blank.]*

Dated: April 14, 2023  
Wilmington, Delaware

**YOUNG CONAWAY STARGATT & TAYLOR, LLP**

/s/ Joseph M. Mulvihill

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-and-

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*Counsel for Debtors and Debtors in Possession*

# **EXHIBIT 1**

**Schedule 1**

**Schedule of Contracts and Leases and Proposed Cure Cost**

<b>Ref</b>	<b>Counterparty Name</b>	<b>Debtor Counterparty</b>	<b>Description of Contract</b>	<b>Cure Amount</b>

# **EXHIBIT E**

**Contract Counterparties and Notice Parties Service List**  
**Served via First Class Mail**

<b>CreditorName</b>	<b>Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>
1200 Management, LLC	15760 Ventura Blvd Ste 1920	Encino	CA	91436-3032
lotas, Inc.	1627 NW 14th Ave	Portland	OR	97209-2501

# **EXHIBIT F**

Confidential – All MDU Parties Information Redacted