

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re

**WAYPOINT LEASING
HOLDINGS LTD., et al.,**

Debtors.¹

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Chapter 11

Case No. 18-13648 (SMB)

(Jointly Administered)

**ORDER PURSUANT TO 11 U.S.C. §§ 105(a), 362(d), 363(b),
AND 503(b) FOR AUTHORITY TO (I) PAY PREPETITION INSURANCE
OBLIGATIONS, (II) CONTINUE ALL INSURANCE PROGRAMS AND HONOR
OBLIGATIONS RELATED THERETO, AND (III) MODIFY THE AUTOMATIC
STAY WITH RESPECT TO THE WORKERS' COMPENSATION CLAIMS**

Upon the motion (the “**Motion**”)² dated November 25, 2018 [ECF No. 12], of Waypoint Leasing Holdings Ltd. and certain of its subsidiaries and affiliates, as debtors and debtors in possession (collectively, the “**Debtors**”) in the above-captioned chapter 11 cases (the “**Chapter 11 Cases**”), pursuant to sections 105(a), 362(d), 363(b), and 503(b) of title 11 of the United States Code (the “**Bankruptcy Code**”), for entry of an order authorizing, but not directing, the Debtors to (i) pay any unpaid prepetition Insurance Obligations, including, without limitation, any Broker’s Fees or other amounts owed to Willis in connection with the Insurance Programs, (ii) continue their Insurance Programs and honor their Insurance Obligations related thereto in the ordinary course of their business, and (iii) modify the Automatic Stay, but only with respect to valid Workers’ Compensation Claims, all as more fully set forth in the Motion;

¹ The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor’s federal tax identification number, as applicable, are set forth in Exhibit A to the Motion.

² Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Motion or in the *Interim Order Pursuant to 11 U.S.C. §§ 105, 361, 362, 363, 364, 507, and 552, Fed. R. Bankr. P. 2002, 4001, 6003, 6004, and 9014, and L. Bankr. R. 2002-1, 4001-2, 9013-1, 9014-1, and 9014-2 (I) Authorizing the Debtors to (A) Obtain Senior Secured Priming Superpriority Postpetition Financing, (B) Grant Liens and Superpriority Administrative Expense Status, and (C) Utilize Cash Collateral; (II) Granting Adequate Protection; (III) Scheduling a Final Hearing; and (IV) Granting Related Relief* (the “**Interim DIP Order**”), as applicable.



and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334, and the Amended Standing Order of Reference M-431, dated January 31, 2012 (Preska, C.J.); and consideration of the Motion and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and due and proper notice of the relief requested in the Motion having been provided in accordance with the *Interim Order Pursuant to 11 U.S.C. § 105(a) and Fed. R. Bankr. P. 1015(c), 2002(m), and 9007 Implementing Certain Notice and Case Management Procedures*, entered on December 12, 2018 [ECF No. 86] as set forth in the affidavit of service filed at ECF No. 28; and such notice having been adequate and appropriate under the circumstances, and it appearing that no other or further notice need be provided; and the Court having reviewed the Motion; and the attorneys for the Debtors having filed a declaration pursuant to 28 U.S.C. § 1746 indicating that no objection to the Motion had been filed [ECF No. 107]; and upon the First Day Declarations, filed contemporaneously with the Motion; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, creditors, and all parties in interest; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT

1. The Motion is granted to the extent set forth herein.
2. The Debtors are authorized, but not directed, to pay all Insurance Obligations (including, without limitation, any amounts owed to Willis on account of unpaid premium payments for the Insurance Programs) arising under or relating to the Insurance

Programs, including those Insurance Programs listed on **Exhibit 1** hereto, regardless of whether such Insurance Obligations accrue or relate to the period before or after the Petition Date.

3. The Debtors are further authorized, but not directed, to maintain their Insurance Programs in accordance with the practices and procedures that were in effect before the commencement of these Chapter 11 Cases.

4. The Debtors are further authorized, but not directed, to revise, extend, supplement, or modify their insurance coverage as needed, including, without limitation, through the purchase or renewal of new or existing insurance policies.

5. The Automatic Stay under section 362(a) of the Bankruptcy Code is modified solely to allow the Debtors' employees to proceed with their Workers' Compensation Claims in the appropriate judicial or administrative forum; *provided*, that employees may only pursue their Workers' Compensation Claims in accordance with the Workers' Compensation Program.

6. Notwithstanding anything to the contrary contained herein, any payments made or to be made by the Debtors under this Order, and any authorization contained in this Order, shall be in compliance with, and shall be subject to the Interim DIP Order (as may be modified by further order of the Bankruptcy Court), and the documentation in respect of the Debtors' DIP Facility.

7. Applicable banks and financial institutions are authorized, but not directed, at the Debtors' request, to receive, process, honor, and pay, to the extent of funds on deposit, any and all checks issued or to be issued or electronic fund transfers requested or to be requested by the Debtors relating to their Insurance Obligations.

8. The Debtors are authorized, but not directed, to issue new postpetition checks, or effect new electronic fund transfers, on account of their Insurance Obligations to replace any prepetition checks or electronic fund transfer requests that may be lost, dishonored, or rejected as a result of the commencement of the Chapter 11 Cases.

9. Nothing contained in the Motion or this Order, nor any payment made pursuant to the authority granted by this Order, is intended to be or shall be construed as (i) an admission as to the validity of any claim against the Debtors, (ii) a waiver of the Debtors' or any appropriate party in interest's rights to dispute the amount of, basis for, or validity of any claim against the Debtors, (iii) a waiver of any claims or causes of action which may exist against any creditor or interest holder, or (iv) an approval, assumption, adoption, or rejection of any agreement, contract, lease, program, or policy between the Debtors and any third party under section 365 of the Bankruptcy Code.

10. Nothing herein shall create, nor is intended to create, any rights in favor of or enhance the status of any claim held by any party.

11. The fourteen (14) day stay imposed by Bankruptcy Rule 4001(a)(3) and the procedures set forth in Local Rule 4001-1 are hereby waived.

12. The Debtors are authorized to take all action necessary to effectuate the relief granted in this Order.

13. The Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, and/or enforcement of this Order.

Dated: **December 19, 2018**
New York, New York

/s/ STUART M. BERNSTEIN
HONORABLE STUART M. BERNSTEIN
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

List of Insurance Programs and Insurance Carriers

Type of Coverage	Insurance Carrier	Policy Number	Duration	Annual Premium ¹	Description of Payment	Next Payment
Aircraft Hull and Liability; Contingent Hull; Contingent Liability; Hull War Risks	XL Specialty Insurance Company Schaumburg, USA	UA00014548AV 18A	4/30/18 – 4/30/19	\$150,000.00	Paid to Willis of New York, Inc. in quarterly installments	1/30/19 for \$37,500
Commercial Automobile Physical Damage; Primary Liability; Collision; Automobile Non-Ownership Liability	Granite State Insurance Company	02-CA-016692088-5	5/17/18 – 5/17/19	\$701.00	Paid upfront	None
Commercial Property; Commercial General Liability; Crime and Fidelity; Commercial Inland Marine; Professional Liability	Granite State Insurance Company	02-LX-011741147-5	5/17/18 – 5/17/19	\$2,211.00	Paid upfront	None
Commercial Office Package; Material Damage; Business Interruption; Employer and Public Liability; Fidelity and Computer Fraud; Personal Accident	AIG Europe Limited	ROP0011475	5/23/18 – 5/22/19	€1,497.70	Paid upfront	None
Special Crisis Risk	Special Contingency Risks Inc.	88-086-467	4/26/18 – 4/26/19	\$4,011.00	Paid in full on or before 5/24/18	None
Business Travel Medical; Dependent Travel; Sojourn Travel	United Healthcare Global	902470101	5/1/18 – 4/30/19	\$51,417.00	Paid upfront	None
Workers' Compensation ²	American Zurich Insurance Company	WC 37-97-864-15	7/1/18 – 7/1/19	N/A	Paid by TriNet HR IV LLC	None
D&O - Lead Side A	Illinois National Insurance Company	01-382-38-84	4/26/18 – 4/26/19	\$21,407.00	Paid upfront	None

¹ All amounts set forth in the Annual Premium column are the amounts that must be paid in U.S. dollars by the Debtors and do not include amounts paid by non-Debtor entities. Additionally, such amounts include fees owed to the Debtors' insurance broker and may, in some instances, include amounts incurred on account of other taxes and fees paid to the applicable Insurance Carriers related to the Insurance Programs.

² Because the Debtors are endorsed on the policy held by TriNet for the Workers' Compensation Program, the Debtors pay a fee to TriNet, which in turn makes premium payments under its Workers' Compensation Program with American Zurich Insurance Company.

Type of Coverage	Insurance Carrier	Policy Number	Duration	Annual Premium ¹	Description of Payment	Next Payment
D&O/EPL - Primary	National Union Fire Insurance Company of Pittsburgh, Pa.	01-382-38-80	4/26/18 – 4/26/19	\$94,521.00	Paid upfront	None
D&O - 1st Excess	ACE American Insurance Company	G25127821 004	4/26/18 – 4/26/19	\$54,939.00	Paid upfront	None
D&O - 2nd Excess	AXIS Insurance Company	MNN629946/01/2018	4/26/18 – 4/26/19	\$33,000.00	Paid upfront	None
D&O - 3rd Excess	Endurance Assurance Corporation	DOX100129541 00	4/26/18 – 4/26/19	\$22,500.00	Paid upfront	None
D&O - 4th Excess	Beazley Insurance Company, Inc.	V22D9C180101	4/26/18 – 4/26/19	\$21,500.00	Paid upfront	None
D&O - Cayman Islands	AIG American Home Assurance Company	023-2568-01	9/7/18 – 4/26/19	\$6,146.00	Paid upfront	None
D&O - Ireland	AIG Europe Limited	DAO67336	9/7/18 – 4/26/19	\$6,453.30	Paid upfront	None