



IT IS ORDERED as set forth below:

Date: April 17, 2025

Paul Baisier

**Paul Baisier
U.S. Bankruptcy Court Judge**

**IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
NEWNAN DIVISION**

In re:

AFH AIR PROS, LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 25-10356 (PMB)

(Jointly Administered)

Re: Docket No. 59

**ORDER AUTHORIZING (I) THE RETENTION OF
ACCORDION PARTNERS, LLC TO PROVIDE THE DEBTORS
A CHIEF RESTRUCTURING OFFICER AND CERTAIN ADDITIONAL
PERSONNEL AND (II) DESIGNATION OF ANDREW D.J. HEDE AS CHIEF
RESTRUCTURING OFFICER FOR THE DEBTORS AND DEBTORS IN POSSESSION**

Upon the application [Docket No. 59] (the "Application")² of the above-captioned debtors and debtors in possession (collectively, the "Debtors") filed March 21, 2025 requesting entry of

¹ The last four digits of AFH Air Pros, LLC's tax identification number are 1228. Due to the large number of debtor entities in these chapter 11 cases, a complete list of the debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the claims and noticing agent at <https://www.veritaglobal.net/AirPros>. The mailing address for the debtor entities for purposes of these chapter 11 cases is: 150 S. Pine Island Road, Suite 200, Plantation, Florida 33324.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Application.



an order (this “Order”) authorizing the Debtors to retain Andrew D.J. Hede as Chief Restructuring Officer (“CRO”) and Accordion Partners, LLC (“Accordion”) and provide certain additional personnel, effective as of the Petition Date, pursuant to sections 105(a) and 363(b) of title 11 of the United States Code (the “Bankruptcy Code”), rules 6003 and 6004(h) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and the *Second Amended and Restated General Order 26-2019, Procedures for Complex Chapter 11 Cases*, dated February 6, 2023; and the Court having reviewed the Application, the *Declaration of Andrew D.J. Hede in Support of the Debtors’ Application for an Order Authorizing (I) the Retention of Accordion Partners, LLC to Provide the Debtors a Chief Restructuring Officer and Certain Additional Personnel and (II) Designation of Andrew D.J. Hede as Chief Restructuring Officer for the Debtors and Debtors In Possession, Effective as of the Petition Date* filed March 21, 2025 and attached to the Application as **Exhibit B** (the “Hede Declaration”); and this Court having found that the Court has jurisdiction over the matter pursuant to 28 U.S.C. §§ 157 and 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that the Court has jurisdiction over the matter pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that in accordance with the Engagement Letter, all as more fully set forth in the Application; and the Court being satisfied, based on the representations made in the Application and the Declaration, that (a) Accordion does not hold or represent an interest adverse to the Debtors’ estates and (b) Accordion is a “disinterested person” as defined in section 101(14) of the Bankruptcy Code; and due and sufficient notice of the Application and (i) the opportunity to object to relief requested in the Application by April 14, 2025 at 4:00 p.m. (prevailing Eastern Time) (the “Objection Deadline”) and (ii) the hearing on the Application scheduled for April 23, 2025 at 1:00 p.m. (prevailing Eastern Time) having been given under the particular circumstances pursuant to the

Third Amended and Restated General Order No. 24-2018; and no objection having been filed prior to the Objection Deadline; and based on the foregoing, no further notice or hearing is required and the Court finds that good cause exists to grant the relief requested in the Application; and the Court having considered the Application and all other matters of record, including the lack of objection thereto,

IT IS HEREBY ORDERED THAT:

1. The Application is granted, as set forth herein.
2. The terms of the Engagement Letter, including without limitation, the compensation provisions and the indemnification provisions, as modified by the Application and this Order, are reasonable terms and conditions of employment and are hereby approved.
3. In accordance with section 363 of the Bankruptcy Code, the Debtors are authorized to (i) retain Accordion to provide the Debtors with a CRO and certain Additional Personnel and (ii) designate Andrew D.J. Hede as the Debtors' CRO, effective as of the Petition Date, in accordance with the terms and conditions of the Engagement Letter.
4. Upon employment and retention by the Debtors, the Engagement Personnel shall be empowered and authorized to carry out all duties and responsibilities set forth in the Engagement Letter.
5. Accordion and its affiliates shall not act in any other capacity (for example, and without limitation, as a financial advisor, claims agent/administrator, or investor/acquirer) in connection with these Chapter 11 Cases.
6. In the event the Debtors seek to have Additional Personnel assume executive officer positions that are different from the positions disclosed in the Motion, or to materially change the terms of the engagement by either adding new executive officers or altering or expanding the scope

of the engagement, a motion to modify Accordion's retention shall be filed.

7. Accordion shall file with the Court and provide the U.S. Trustee and any official committees, including the Official Committee of Unsecured Creditors (the "Committee", and together, the "Notice Parties") a report of staffing (the "Staffing Report") on the engagement for the previous month by the twentieth (20th) of each month for the previous month. The Staffing Report shall include the names, hours worked, and requested compensation by the Additional Personnel in these Chapter 11 Cases for the month and an itemized list of the reimbursable expenses incurred for the relevant period. The time records shall (i) be appended to such reports, (ii) be organized by project category (but may be redacted to protect any attorney-client privilege or other applicable privilege), and (iii) include time spent on each category by each timekeeper in tenths of an hour. Where personnel are providing services at an hourly rate, the time entries shall identify the time spent completing each task in half-hour increments and corresponding charge for each task. The Notice Parties shall have ten (10) days after the date of each Staffing Report is served on the Notice Parties to object to such Staffing Report. In the event an objection is raised and not consensually resolved between the Debtors and any objecting party, the objected to portion of the Staffing Report (and Accordion's staffing for this matter) will be subject to review by the Court. No payments shall be made to Accordion on account of the objected to portion of such Staffing Report until such objection is resolved.

8. Accordion shall also file reports of compensation earned, and expenses incurred on a quarterly basis. Such reports shall contain summary charts which describe the services provided, identify the compensation earned by each executive officer and staff employee provided, and itemize the expenses incurred. Such compensation and expenses shall be subject to Court review solely in the event that an objection is filed as set forth in paragraph 7 above.

9. Accordion shall abide by the provisions set forth in Section J of the Court's General Order No. 26-2019 (the "Complex Case Procedures") and shall receive monthly payments from the Debtors consistent with Section J; provided, however, Accordion shall not be required to submit fee applications pursuant to Sections 330 and 331 of the Bankruptcy Code. Instead, Accordion's fees shall be reviewed at the conclusion of the case on a reasonableness standard.

10. Accordion is entitled to seek reimbursement of actual and necessary expenses, including legal fees related to its retention, staffing, or compensation reports.

11. The Debtors are permitted to indemnify those persons serving as executive officers on the same terms as provided to the Debtors' other officers and directors under the corporate bylaws and applicable state law, along with insurance coverage under the Debtors' Directors & Officers insurance policies and all other relevant active insurance policies carried by the Debtors.

12. During the pendency of these Chapter 11 Cases, with respect to the Accordion, the Debtors shall have no obligation to indemnify Accordion or to provide contribution or reimbursement to Accordion for any claim or expense that is either (a) judicially determined to have resulted primarily from the willful misconduct, gross negligence, bad faith, or self-dealing of Accordion; or (b) settled prior to a judicial determination as to Accordion's willful misconduct, gross negligence, bad faith, or self-dealing but determined by the Court, after notice and a hearing, to be a claim or expense for which Accordion should not receive indemnity, contribution, or reimbursement under the terms of the Engagement Letter.

13. Accordion shall provide ten (10) business days' notice to the Debtors and the U.S. Trustee in connection with any increase in the hourly rates listed in the Application.

14. The Engagement Personnel shall use reasonable efforts to avoid any duplication of services provided by any of the Debtors' other retained professionals.

15. To the extent that there is any inconsistency between the terms of the Application, the Engagement Letter, the Hede Declaration, or this Order, this Order shall govern.

16. For a period of three (3) years after the conclusion of Accordion's engagement, neither Accordion nor any of its affiliates shall make any investments in the Debtors or reorganized Debtors, as applicable.

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

18. Notice of the Application as provided therein is deemed to be good and sufficient notice of such Application, and the requirements of the Bankruptcy Local Rules are satisfied by the contents of the Application.

19. Notwithstanding any stay that might be imposed by Bankruptcy Rule 6004 or otherwise, this Order shall be immediately effective and enforceable upon its entry.

20. This Court shall retain jurisdiction with respect to all matters arising or related to the implementation of this Order.

21. Proposed counsel for the Debtors, through Kurtzman Carson Consultants, LLC, dba Verita Global, as the Debtors' claims and noticing agent (the "Claims and Noticing Agent"), shall, within three days of the entry of this Order, cause a copy of this Order to be served by electronic mail or first class mail, as applicable, on all parties served with the Application, and the Claims and Noticing Agent shall file promptly thereafter a certificate of service confirming such service.

END OF DOCUMENT

Prepared and presented by:

GREENBERG TRAURIG, LLP

/s/ David B. Kurzweil

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