

ENTERED

February 15, 2023

Nathan Ochsner, Clerk

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

)	Chapter 11
In re:)	
AVAYA INC., <i>et al.</i> , ¹)	Case No. 23-90088 (DRJ)
)	
Debtors.)	(Jointly Administered)
)	
)	Re: Docket No. 17

**ORDER (I) AUTHORIZING THE DEBTORS TO
MAINTAIN AND ADMINISTER THEIR EXISTING CUSTOMER
AND PARTNER PROGRAMS AND HONOR CERTAIN PREPETITION
OBLIGATIONS RELATED THERETO, (II) AUTHORIZING ASSUMPTION OF
CERTAIN CUSTOMER AGREEMENTS, AND (III) GRANTING RELATED RELIEF**

Upon the emergency motion (the "Motion")² of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an order (this "Order"), (a) authorizing the Debtors to maintain, administer, and honor certain prepetition obligations related to the Customer and Partner Programs; (b) authorizing the Debtors to assume the Customer Agreements; and (c) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 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 it 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 this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at <http://www.kccllc.net/avaya>. The location of Debtor Avaya Inc.'s principal place of business and the Debtors' service address in these chapter 11 cases is 350 Mount Kemble Avenue, Morristown, New Jersey 07960.

² Capitalized terms used and not defined herein have the meanings ascribed to them in the Motion.



other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Debtors are authorized, but not directed, to continue to administer the Customer and Partner Programs described in the Motion and satisfy prepetition obligations related thereto; *provided that* the Debtors are authorized, but not directed, to pay or honor only amounts or obligations that are or become due and payable as of the Petition Date.

2. The banks and financial institutions on which checks were drawn or electronic funds transfer requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Order.

3. Notwithstanding the relief granted herein and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (a) an admission as to the amount of, basis for, or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in the Motion or any order

granting the relief requested by the Motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors', or any other party in interest's, rights under the Bankruptcy Code or any other applicable law; or (h) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in the Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens.

4. The Debtors will notify the United States Trustee, any statutory committee appointed in these cases, the PW Ad Hoc Group, and the Akin Ad Hoc Group if the Debtors make any material changes to the Debtors' Customer Programs practices and procedures.

5. The Debtors are authorized to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of these Chapter 11 Cases with respect to prepetition amounts owed in connection with the relief granted herein.

6. Notwithstanding anything to the contrary in this Order, any payment made or to be made hereunder, and any authorization herein, shall be subject to the requirements (if any) imposed on the Debtors under any order(s) of this Court approving the postpetition secured debtor-in-possession financing facility and the use of cash collateral (any such order, a "Financing Order"), including any documentation with respect to such financing and any budget in connection with such Financing Order. In the event of any conflict between the terms of this

Order and a Financing Order, the terms of the applicable Financing Order shall control (solely to the extent of such conflict).

7. The Debtors are authorized to assume the Customer Agreements pursuant to section 365(b) of the Bankruptcy Code; *provided that* any party-in-interest may object to the proposed assumption of the Customer Agreements on or before March 7, 2023 (the “Objection Period”). The Customer Agreements shall be deemed assumed, subject to the conditions set forth herein, upon the (i) expiration of the Objection Period, or (ii) resolution of any objection.

8. The Debtors are authorized to execute and deliver all instruments and documents and take any additional actions as are necessary or appropriate to implement and effectuate the assumption of the Customer Agreements approved by this Order, including, without limitation, the payment of any postpetition amounts and other charges under the Customer Agreements.

9. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(b).

10. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) and the Bankruptcy Local Rules are satisfied by such notice.

11. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

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

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

Signed: February 15, 2023.



DAVID R. JONES
UNITED STATES BANKRUPTCY JUDGE

United States Bankruptcy Court
Southern District of TexasIn re:
Avaya Inc.
DebtorCase No. 23-90088-drj
Chapter 11**CERTIFICATE OF NOTICE**District/off: 0541-4
Date Rcvd: Feb 15, 2023User: ADIuser
Form ID: pdf002Page 1 of 3
Total Noticed: 3

The following symbols are used throughout this certificate:

Symbol	Definition
+	Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Feb 17, 2023:

Recip ID	Recipient Name and Address
db	+ Avaya Inc., 350 Mount Kemble Avenue, Morristown, NJ 07960-6635
cr	Bank of New York Mellon Trust Company, N.A., c/o Morgan, Lewis & Bockius LLP, 101 Park Avenue, New York, NY 10178-0060
intp	+ Debevoise Holders, Debevoise & Plimpton LLP, 66 Hudson Boulevard, New York, NY 10001-2189

TOTAL: 3

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI).

NONE

BYPASSED RECIPIENTS**The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.**

Recip ID	Bypass Reason	Name and Address
intp		Ad Hoc Noteholder Group
intp		Akin Ad Hoc Group
cr		Citibank, N.A.
intp		Goldman Sachs Bank USA, as Prepetition Term Loan A
op		Kurtzman Carson Consultants LLC
intp		Paul, Weiss Ad Hoc Group
intp		RingCentral, Inc.
cr		The Bank of New York Mellon Trust Company, N.A.

TOTAL: 8 Undeliverable, 0 Duplicate, 0 Out of date forwarding address

NOTICE CERTIFICATION**I, Gustava Winters, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.****Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.**

Date: Feb 17, 2023

Signature: /s/Gustava Winters**CM/ECF NOTICE OF ELECTRONIC FILING****The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on February 15, 2023 at the address(es) listed below:**

Name	Email Address
Charles A Beckham, Jr	

District/off: 0541-4
Date Rcvd: Feb 15, 2023

User: ADIuser
Form ID: pdf002

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Total Noticed: 3

	on behalf of Creditor Citibank N.A. charles.beckham@haynesboone.com, kenneth.rusinko@haynesboone.com
Emily Flynn	on behalf of Debtor Avaya Inc. emeraia@jw.com kgradney@jw.com;dtrevino@jw.com;jpupo@jw.com
Evan Gershbein	on behalf of Other Prof. Kurtzman Carson Consultants LLC ECFpleadings@kccllc.com ecfpleadings@kccllc.com
Genevieve Marie Graham	on behalf of Debtor Avaya Inc. ggraham@jw.com dtrevino@jw.com;kgradney@jw.com;jpupo@jw.com;JacksonWalkerLLP@jubileebk.net
Genevieve Marie Graham	on behalf of Debtor Sierra Communication International LLC ggraham@jw.com dtrevino@jw.com;kgradney@jw.com;jpupo@jw.com;JacksonWalkerLLP@jubileebk.net
Genevieve Marie Graham	on behalf of Debtor CTIntegrations LLC ggraham@jw.com, dtrevino@jw.com;kgradney@jw.com;jpupo@jw.com;JacksonWalkerLLP@jubileebk.net
Genevieve Marie Graham	on behalf of Debtor Sierra Asia Pacific Inc. ggraham@jw.com dtrevino@jw.com;kgradney@jw.com;jpupo@jw.com;JacksonWalkerLLP@jubileebk.net
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John F Higgins, IV	on behalf of Interested Party Goldman Sachs Bank USA as Prepetition Term Loan Agent and Escrow Agent jhiggins@porterhedges.com, emoreland@porterhedges.com;eliana-garfias-8561@ecf.pacerpro.com;mwebb@porterhedges.com
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Matthew D Cavanaugh	

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William Alfred Wood, III

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TOTAL: 34