IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: ADVANTAGE HOLDCO, INC., *et al.*, Debtors.[1]	Chapter 11 Case No. 20-11259 (CTG) (Jointly Administered) **Hearing Date: June 7, 2021 at 10:00 a.m. (ET)** **Objection Deadline: May 27, 2021 at 4:00 p.m. (ET)**

DEBTORS' MOTION FOR ENTRY OF AN ORDER APPROVING THE PRIVATE SALE OF VISA AND MASTERCARD INTERCHANGE FEES AND GRANTING RELATED RELIEF

Advantage Holdco, Inc. and certain of its affiliates, the debtors and debtors-in-possession in the above-captioned chapter 11 cases (collectively, the "Debtors"), hereby move (the "Motion"), pursuant to sections 105(a) and 363 of title 11 of the United States Code (the "Bankruptcy Code"), Rules 2002 and 6004 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Rule 6004-1 of the Local Rules of Bankruptcy Practice and Procedures of the Bankruptcy Court for the District of Delaware (the "Local Rules"), for the entry of an order, substantially in the form attached hereto as Exhibit A (the "Proposed Order"), approving the private sale (the "Private Sale") to Park Interchange LLC ("Park Interchange" or the "Buyer") of certain claims, causes of action, and certain transaction data and rights related to the Debtors' processing of payments via Visa, Inc. and MasterCard, Inc. as described in and subject to the terms of that certain Assignment Agreement, dated as of April 15, 2021, a copy of which is annexed to this Motion as Exhibit B (the "Assignment Agreement"). In support of this Motion, the Debtors submit the

[1] The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: Advantage Holdco, Inc. (4832); Advantage Opco, LLC (9101); Advantage Vehicles LLC (6217); E-Z Rent A Car, LLC (2538); Central Florida Paint & Body, LLC (1183); Advantage Vehicle Financing LLC (7263); and RAC Vehicle Financing, LLC (8375). The Debtors' address is PO Box 2818, Windermere, FL, 34786.

Declaration of Matthew Pascucci, Chief Restructuring Officer of the Debtors, attached hereto as Exhibit C (the "Pascucci Declaration"). In further support of this Motion, the Debtors, by and through their undersigned counsel, respectfully represent:

JURISDICTION AND VENUE

1. This Court has jurisdiction to consider the Motion under 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 under 28 U.S.C. § 157(b) and, pursuant to Local Rule 9013-1(f), the Debtors consent to the entry of a final order by the Court in connection with the Motion to the extent that 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.

2. Venue of these cases and the Motion in this District is proper under 28 U.S.C. §§ 1408 and 1409.

3. The relief requested in the Motion is warranted under Bankruptcy Code sections 105 and 363, Bankruptcy Rules 2002 and 6004, and Local Rule 6004-1.

BACKGROUND

I. The Chapter 11 Cases

4. On May 26, 2020 (the "Petition Date"), each Debtor commenced a case by filing a petition for relief under Chapter 11 of the Bankruptcy Code (collectively, the "Chapter 11 Cases"). The Debtors' Chapter 11 Cases are jointly administered.

5. The Debtors continue to manage and operate their businesses as debtors-in-possession pursuant to sections 1107 and 1108 of the Bankruptcy Code.

6. On June 9, 2020, the United States Trustee for Region 3 appointed the Official Committee of Unsecured Creditors in the Chapter 11 Cases (the "Committee") [Docket No. 140]. No trustee or examiner has been appointed in the Chapter 11 Cases.

7. On June 29, 2020, the Court enter an order permitting the Debtors to retain Mackinac Partners, LLC ("Mackinac") to provide the Debtors with Matthew Pascucci as Chief Restructuring Officer in the Chapter 11 Cases [Docket No. 304].

8. The factual background regarding the Debtors, including their business operations and the events leading to the filing of the Chapter 11 Cases, is set forth in detail in the *Declaration of Alfred C. Farrell, Chief Financial Officer of Advantage Holdco, Inc. in Support of the Chapter 11 Petitions and First Day Pleadings* (the "First Day Declaration") [Docket No. 15].

II. The Sale of Assets

9. On May 29, 2020, the Debtors filed *Debtors' Motion for Entry of (I) an Order (A) Authorizing and Approving Bidding Procedures in Connection with the Sale of the Debtors' Assets, (B) Authorizing and Approving Procedures Related to the Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with the Sale, (C) Scheduling Auction and Sale Approval Hearing, (D) Approving the Form and Manner of the Notice of the Sale Hearing, and (E) Granting Related Relief, and (II) an Order (A) Approving the Sale of the Debtors' Assets, (B) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases in Connection with the Sale, and (C) Granting Related Relief* [Docket No. 69] (the "Sale Motion"). Through the Sale Motion, the Debtors sought to sell substantially all the Debtors' assets (the "Assets") pursuant to section 363 of the Bankruptcy Code.

10. On July 1, 2020, the Court entered orders approving the sale of certain Assets to Sixt Rent A Car and Orlando Rento, LLC or its designee, respectively [Docket Nos. 327 and 330] (the "Sale Orders").

11. On July 16, 2020, the Debtors filed *Debtors' Motion for Order Pursuant to Sections 105(A), 363 and 554(A) Of the Bankruptcy Code and Bankruptcy Rule 2002 Authorizing and Approving Procedures for the Sale, Transfer or Abandonment of de Minimis Assets Free and Clear of Liens, Claims, Interests and Encumbrances* [Docket No. 379] (the "De Minimis Sale Motion"). Through the De Minimis Sale Motion, the Debtors sought approval of procedures to sell, transfer, or abandon certain assets not covered by the Sale Orders that were non-core, obsolete, burdensome, or of little or no usable value to the Debtors' estates (the "De Minimis Assets") pursuant to sections 363 and 554(a) of the Bankruptcy Code. On August 4, 2020, the Court entered an order approving the De Minimis Sale Motion (the "De Minimis Sale Order") [Docket No. 414].

12. On July 30, 2020, in accordance with the De Minimis Sale Order, the Debtors filed *Debtors' Notice of Sale Of De Minimis Assets* [Docket No. 404], providing notice of the sale of certain De Minimis Assets.

III. The Marketing and Sale of the Interchange Fee Claims

13. In their ordinary course of business, the Debtors accepted payments for goods and services from customers who effected payment through the Visa or MasterCard payment processing networks. The Debtors have claims and causes of action in connection with Visa and MasterCard payment processing, associated fees, and network rules, which they are pursuing through a putative consolidated class action brought against Visa, MasterCard, and certain other defendants in the matter titled *In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation* (Case No. 05-MD-1720 (MKB)(JO)) (the "Litigation") pending in the United States District Court for the Eastern District of New York.

14. Mackinac worked with the Debtors and professionals to the Debtors, Committee, and the Debtors prepetition secured lender and DIP financer, Catalyst Group, Inc. ("Catalyst" and together with Committee, the "Consultation Parties") to identify potential bidders and determine

an appropriate process for the sale of the Debtors rights in the Litigation, as well as certain related transactional data and rights (the "Interchange Fee Claims"). Based on the specialized nature, the potential value of the Interchange Fee Claims, Mackinac's experience in selling similar litigation claims, and the expected need for flexibility in a sale agreement, the Debtors, with the cooperation and approval of the Consultation Parties, determined that a private sale of the Interchange Fee Claims provided the best opportunity to maximize their value for the estates.

15. Beginning on March 4, 2021, Mackinac approached 13 potential bidders via email and invited them to diligence and ultimately bid for Interchange Fee Claims owned by the Debtors. In its March 4, 2021 email to potential bidders, Mackinac provided a copy of a form Non-Disclosure Agreements and set the bid deadline as April 2, 2021 (the "Bid Deadline"). Thereafter, Mackinac placed phone calls to each of the potential bidders.

16. Of the 13 potential bidders contacted, 11 executed Non-Disclosure Agreements (the "Interested Bidders"). Mackinac provided each Interested Bidder with an analysis of the Interchange Fee Claims and a form assignment agreement. Mackinac, in conjunction with the Debtors and professionals for the Debtors and Consultation Parties, continued dialog with the Interested Bidders, including providing audits and statements to support the estimated value of the Interchange Fee Claims and holding diligence calls with Debtors' management. Ultimately, the Debtors received 6 bids prior to the Bid Deadline.

17. Mackinac, the Debtors' management, and the professionals for the Debtors and Consultation Parties analyzed each bid. The compensation offered by Park Interchange was substantially higher than other bids. After the Bid Deadline, Mackinac contacted each of the other 5 bidders to encourage them to increase their bid, but none was willing to increase their initial bid. Mackinac, with the input and approval of the Debtors and Consultation Parties, negotiated the final

terms of the Assignment Agreement with Park Interchange. Ultimately, the Debtors determined that the Park Interchange bid was the highest and best.

18. On April 15, 2021, the Debtors executed the Assignment Agreement to sell the Interchange Fee Claims to Park Interchange for $801,000.00. The proposed proceeds are not subject to any brokerage or commission fee. The effectiveness of the Assignment Agreement is conditioned on, among other things, the Court entering a reasonably acceptable order approving the Private Sale.

IV. Provisions Highlighted Pursuant to Bankruptcy Local Rule 6004-1(b)(iv)

19. A summary of the principal terms of the Assignment Agreement, including terms that are required to be highlighted pursuant to Local Bankruptcy Rule 6004-1, is as follows:

SUMMARY OF THE ASSIGNMENT AGREEMENT	
Purchase Price	The Buyer will pay $801,000.00 on the Closing Date.
Acquired Assets	Acquired assets are set forth in Section 1 of the Assignment Agreement.
Sale to Insider Local Rule 6004-1(b)(iv)(A)	The Private Sale of Interchange Fee Claims proposed herein is not a sale to an insider, as defined in section 101(31) of the Bankruptcy Code.
Agreements with Management Local Rule 6004-1(b)(iv)(B).	The Private Sale of Interchange Fee Claims proposed herein does not involve any agreements with management or key employees regarding compensation or future employment.
Releases Local Rule 6004-1(b)(iv)(C)	The Private Sale of Interchange Fee Claims proposed herein does not contain provisions pursuant to which an entity is being released or claims against any entity are being waived or otherwise satisfied.

Private Sale/No Competitive Bidding Local Rule 6004-1(b)(iv)(D)	No auction is contemplated. Mackinac, in conjunction with the Debtors and professionals to the Debtors and Consultation Parties, conducted an open and flexible process by approaching 13 bidders via email and invited them to diligence and ultimately bid for the Interchange Fee Claims. Competitive bidding was accomplished through Mackinac's marketing process as detailed in the Motion.
Closing and Other Deadlines Local Rule 6004-1(b)(iv)(E)	The Debtors and Buyer are not subject to deadlines related to the Private Sale of Interchange Fee Claims.
Good Faith Deposit Local Rule 6004-1(b)(iv)(F)	The Buyer has not submitted and will not be required to submit a good faith deposit related to the Private Sale of the Interchange Fee Claims.
Interim Arrangements with Proposed Buyer Local Rule 6004-1(b)(iv)(G)	The Private Sale of Interchange Fee Claims proposed herein does not contemplate Debtors entering into any interim agreements or arrangements with the Buyer.
Use of Proceeds Local Rule 6004-1(b)(iv)(H)	The Private Sale of Interchange Fee Claims proposed herein does not contemplate Debtors releasing sale proceeds on or after the closing without further Court order, or providing for a definitive allocation of sale proceeds between or among various sellers or collateral.
Tax Exemption Local Rule 6004-1(b)(iv)(I)	The Private Sale of Interchange Fee Claims proposed herein does not contain any provision seeking to have the sale declared exempt from taxes under section 1146(a) of the Bankruptcy Code.
Record Retention Local Rule 6004-1(b)(iv)(J)	Local Rule 6004-1(b)(iv)(J) does not apply because the Assignment Agreement does not consist of a sale of substantially all of the Debtors' assets.
Sale of Avoidance Actions Local Rule 6004-1(b)(iv)(K)	The Private Sale of Interchange Fee Claims proposed herein does not contain any provision in which the debtor seeks to sell

	or otherwise limit its rights to pursue avoidance claims under chapter 5 of the Bankruptcy Code
Requested Findings as to Successor Liability Local Rule 6004-1(b)(iv)(L)	The Private Sale of Interchange Fee Claims proposed herein does not contain any provision limiting the Buyer's successor liability. The Buyer should not be liable under any theory of successor liability relating to the Interchange Fee Claims, but instead, should hold the Interchange Fess free and clear of all liens, claims, or interests, including successor liability claims.
Sale Free and Clear of Unexpired Leases Local Rule 6004-1(b)(iv)(M)	Under Section 3.b. of the Assignment Agreement, the Debtors represent and warrant that the Interchange Fee Claims will be "sold free and clear of any mortgage, pledge, lien, security interest, claim, voting agreements, or encumbrance."
Credit Bid Local Rule 6004-1(b)(iv)(N)	The Private Sale of Interchange Fee Claims proposed herein does not contemplate crediting bidding pursuant to section 363(k) of the Bankruptcy Code.
Relief from Bankruptcy Rule 6004(h) Local Rule 6004-1(b)(iv)(O)	To maximize the value received for the Interchange Fee Claims, the Debtors seek to close the transaction as soon as possible. Accordingly, the Debtors requested the Court waive the 14-day stay period under Bankruptcy Rule 6004(h), or in the alternative, if an objection to the proposed sale of the Interchange Fee Claims is filed, reduce the stay period to the minimum amount of time needed by the objecting party to file its appeal.

RELIEF REQUESTED

20. By this Motion, the Debtors seek entry of the Order in substantially the form attached hereto as Exhibit A, approving the Private Sale of Debtors' Interchange Fee Claims to the Buyer pursuant to the Order.

BASIS FOR RELIEF

a) The Private Sale of the Interchange Fee Claims Should be Approved Pursuant to Sections 105(a) and 363(b) of the Bankruptcy Code

21. The relief requested herein represents a sound exercise of the Debtors' business judgment pursuant to section 363(b) of the Bankruptcy Code and is appropriate under section 105(a) of the Bankruptcy Code for the Court to enter an Order granting the requested relief.

22. Section 363(b) of the Bankruptcy Code, in relevant part, provides that a debtor, "after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate." 11 U.S.C. § 363(b)(1).

23. Section 105(a) of the Bankruptcy Code, in relevant part, provides that "[t]he court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title." 11 U.S.C. § 105.

24. Although section 363 of the Bankruptcy Code does not set forth a standard for determining when a sale or disposition of property of the estate should be authorized, Third Circuit courts generally authorize sales of a debtor's assets if such sale is based upon the sound business judgment of the debtor. *Meyers v. Martin (In re Martin)*, 91 F.3d 389, 395 (3d Cir. 1996); *In re Montgomery Ward Holding Corp.*, 242 B.R. 147, 153 (D. Del. 1999); *In re Del. & Hudson Ry. Co.*, 124 B.R. 169, 176 (D. Del. 1991).

25. Specifically, courts in this district have held consistently that the sale of estate assets outside the ordinary course of business is appropriate if: (a) there is a sound business purpose for the sale; (b) the proposed sale price is fair; (c) the debtor has provided interested parties with adequate and reasonable notice; and (d) the buyer has acted in good faith. *See, e.g., In re Exaeris, Inc.*, 380 B.R. 741, 744 (Bankr. D. Del. 2008); *In re Decora Indus., Inc.*, No. 00−4459, 2002 WL 32332749, at *2 (D. Del. May 20, 2002); *In re Phoenix Steel Corp.*, 82 B.R. 334, 335-36 (Bankr. D. Del. 1987).

26. Furthermore, if a valid business justification exists for the sale of property of the estate, a debtors decision to sell property out of the ordinary course of business enjoys a strong presumption that "in making a business decision the directors of a corporation acted on an informed basis, in good faith and in the honest belief that the action was in the best interests of the company." *In re Integrated Res.*, 147 B.R. 650, 656 (Bankr. S.D.N.Y. 1992) (*quoting Smith v. Van Gorkom*, 488 A.2d 858, 872 (Del. 1985)); *see also In re Bridgeport Hldgs., Inc.*, 388 B.R. 548, 567 (Bankr. D. Del. 2008) (stating that directors enjoy a presumption of honesty and good faith with respect to negotiating and approving a transaction involving a sale of assets); *In re Filene's Basement, LLC*, No. 8 74535931.6 11-13511 (KJC), 2014 WL 1713416, at *12 (Bankr. D. Del. Apr. 29, 2014) ("If a valid business justification exists, then a strong presumption follows that the agreement at issue was negotiated in good faith and is in the best interests of the estate.") (citations omitted).

27. Therefore, once "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 debtors' conduct." *Comm. of Asbestos-Related Litigants and/or Creditors v. Johns-Manville Corp. (In re Johns-Manville Corp.)*, 60 B.R. 612, 616 (Bankr. S.D.N.Y. 1986).

28. Accordingly, if a debtor's actions satisfy the business judgment rule, then the transaction in question should be approved under section 363(b)(1) of the Bankruptcy Code

29. Here, the Debtors respectfully submit that sound business reasons support their decision to enter into the Assignment Agreement. In light of the marketing process, the Debtors respectfully submit that it is reasonably likely that no bidder will submit a bid exceeding the amount offered by the Buyer in the Assignment Agreement.

30. Accordingly, the Debtors, in their sound business judgment, believe the sale of Interchange Fee Claims to the Buyer in the Assignment Agreement is supported by sound business reasons and is in the best interest of the Debtors and their estates, and should be approved by the Court pursuant to section 363(b) of the Bankruptcy Code.

b) The Private Sale of the Interchange Fee Claims Free and Clear of Any Interest or Lien is Authorized by Bankruptcy Code Section 363(f)

31. The Bankruptcy Code authorizes a debtor-in-possession to sell property of the estate under section 363(b) free and clear of any interest or lien in such property if any one of the following five criteria is met:

> a. Applicable non-bankruptcy law permits sale of such property free and clear of such interest;
> b. such entity consents;
> c. such interest is a lien and the price at which such property is to be sold is greater than the aggregate value of all liens on such property;
> d. such interest is in a bona fide dispute; or
> e. such entity could be compelled, in legal or equitable proceeding, to accept a money satisfaction of such interest.

11 U.S.C. § 363(f).

32. Here, the Debtors are unaware of any liens, claims, interests in or against the Interchange Fee Claims, but as a precautionary measure, request that the Private Sale of the Interchange Fee Claims to the Buyer be free and clear of any liens, claims, or interests.

c) The Court Should Grant the Buyer the Full Protections Afforded to a Good Faith Buyer Pursuant to Section 363(m) of the Bankruptcy Code

33. Section 363(m) of the Bankruptcy Code provides, in relevant part:

> The reversal or modification on appeal of an authorization under subsection (b) or (c) of this section of a sale or lease of property does not affect the validity of a sale or lease under such authorization to an entity that purchased or leased such property in good faith, whether or not such entity knew of the

> pendency of the appeal, unless such authorization and such sale or lease were stayed pending appeal.

11 U.S.C. § 363(m). Therefore, section 363(m) of the Bankruptcy Code protects a purchaser of assets from the risk that it will lose its interest in the purchased assets if the order allowing the sale is reversed on appeal. Although the Bankruptcy Code does not define "good faith purchaser," the Third Circuit construed the good faith purchaser standard to mean one who purchases in "good faith" and for "value." *In re Abbotts Dairies of Pa., Inc.*, 788 F.2d 143, 147 (3d Cir. 1986).

34. Section 363(n) of the Bankruptcy Code, among other things, provides that a trustee may avoid a sale under such section if the sale price was controlled by an agreement among potential bidders at the sale. The Third Circuit in *Abbots Dairies* noted the kind of misconduct that would destroy a buyer's good faith. *Abbots Dairies*, 788 F.2d at 147.

35. Here, there is no fraud or collusion between the Buyer or any of its affiliates and the Debtors. Park Interchange is unaffiliated with the Debtors. Before the execution of the Assignment Agreement, the Debtors and the Buyer engaged in extensive arm's-length discussions to reach a deal. The Debtors and the Buyer were represented by separate counsel in connection with the negotiation and documentation of the Assignment Agreement. Further, throughout the marketing and sale process the Debtors and their professionals worked closely with the Consultation Parties. Accordingly, the Debtors request that the Court determine that the Buyer has negotiated and acted at all times in good faith and, as a result, is entitled to the full protections of a good faith purchaser under section 363(m) and 363(n) of the Bankruptcy Code.

d) The Private Sale is Appropriate Under Bankruptcy Rule 6004 and Local Rule 6004-1(b)(iv)(D)

36. Section 6004(f) of the Bankruptcy Rules provides, in relevant part, that "[a]ll sales not in the ordinary course of business may be by private or by public auction." Fed. R. Bankr. P. 6004(f)(1); *see also In re Alisa P'ship*, 15 B.R. 802, 802 (Bankr. D. Del 1981) (holding that manner

of sale is within the debtor's discretion). Also, Local Rule 6004-1(b)(iv)(D) permits a debtor to conduct a private sale pursuant to section 363.

37. Generally, when there is a valid business reason for not conducting an auction, courts in this district have approved private sales of estate property pursuant to section 363(b)(1). *See, e.g., In re RMBR Liquidation, Inc.*, No. 19-10234 (KBO) (Bankr. D. Del. Aug. 22, 2019) (approving private sale of real property for approximately $2.35 million; *In re Buffets Holdings, Inc.*, No. 08−10141 (MFW) (Bankr. D. Del. Feb. 3, 2009) (approving the private sale of real property for approximately $2.4 million); *In re W.R. Grace & Co.*, No. 01−01139 (JKF) (Bankr. D. Del. Dec. 18, 2008) (approving the private sale of real property for approximately $3.8 million).

38. Here, using their sound business judgment, the Debtors have determined that consummating the sale of the Interchange Fee Claims on a private basis is appropriate given the facts and circumstances of the Chapter 11 Cases and is in the best interest of their estates. As detailed above, Mackinac worked in conjunction with the Debtors and professionals to the Debtors and Consultation Parties to identify potential bidders and an acceptable marketing process for these unique assets. The open and flexible marketing process resulted in a competitive bidding process, and ultimately generated 6 bids for the Interchange Fee Claims.

39. The transaction with the Buyer allows the Debtors to maximize the value of the Assets. Because a private sale is specifically authorized under Bankruptcy Rule 6004 and the Debtors believe that the Buyer's offer is the highest and best offer for the Assets (indeed, the Debtors do not believe any other offer could be obtained on better terms), the Debtors request that the Court approve the proposed private sale of the Assets to the Buyer in accordance with the Purchase Agreement.

WAIVER OF BANKRUPTCY RULE 6004(H)

40. To facilitate current plan negotiations, the Debtors seek to close the transaction as soon as possible. Accordingly, the Debtors requested the Court waive the 14-day stay period under Bankruptcy Rule 6004(h), or in the alternative, if an objection to the proposed sale of the Interchange Fee Claims is filed, reduce the stay period to the minimum amount of time needed by the objecting party to file its appeal.

NOTICE

41. Notice of this Motion will be given to: (a) the U.S. Trustee; (b) counsel to Catalyst; (c) counsel to the Committee; and (d) all parties entitled to notice pursuant to Local Rule 2002-1(b). The Debtors submit that no other or further notice is required.

NO PRIOR REQUESTS

42. No prior request for the relief sought in this Motion has been made to this or any other Court.

CONCLUSION

WHEREFORE, the Debtors respectfully request that the Court enter an order, substantially in the form attached hereto, granting the relief requested in the Motion and such other and further relief as may be just and proper.

Dated: May 6, 2021
Wilmington, Delaware

COLE SCHOTZ P.C.

/s/ *Andrew J. Roth-Moore*

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