

**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)

Re: Docket No. 798

**ORDER APPROVING THE PRIVATE SALE OF VISA AND MASTERCARD
INTERCHANGE FEE CLAIMS AND GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)² of the above-captioned Debtors and debtors in possession (the “Debtors”), 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 (as amended from time to time, 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”); and it appearing that this Court has jurisdiction to consider the Motion pursuant to 28 U.S.C. § 1334; and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated February 29, 2012; and due and sufficient notice of the Motion having been provided under the particular circumstances, and it appearing that no other or further notice need be provided; and the Court being satisfied, based on the representation made in the Motion and the Pascucci Declaration; and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for 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.

² Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.

relief granted herein; and after due deliberation and sufficient cause appearing therefor,

IT ITS HEREBY FOUND AND DETERMINED THAT:³

A. **Marketing Process.** (i) The Debtors and their advisors engaged in a fulsome marketing and sale process; (ii) the Debtors and their advisors conducted a fair and open sale process in a manner reasonably calculated to produce the highest or otherwise best offer for the Interchange Fee Claims; (iii) the sale process was non-collusive and provided a full, fair, and reasonable opportunity to make an offer to purchase the Interchange Fee Claims; and (iv) the process conducted by the Debtors and their advisors obtained the highest or otherwise best value for the Interchange Fee Claims for the Debtors, their estates, and their creditors, and any other transaction would not have yielded as favorable an economic result.

B. **Business Justification.** The Debtors have demonstrated a sufficient basis and compelling circumstances requiring them to (a) enter into the Assignment Agreement and (b) sell the Interchange Fee Claims pursuant to section 363(b) of the Bankruptcy Code. These actions are appropriate exercises of the Debtors' business judgment and in the best interests of the Debtors, their estates, and creditors. Such business reasons include, without limitation, the fact that: (i) the Assignment Agreement constitutes the highest or otherwise best offer for the Interchange Fee Claims and (ii) the Assignment Agreement presents the best opportunity to maximize and realize the value of the Debtors.

C. **Highest or Otherwise Best Offer.** The sale process was non-collusive and afforded a full, fair, and reasonable opportunity to make a higher or otherwise better offer to

³ The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052 made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

purchase all or any of the Interchange Fee Claims. The consideration to be provided by the Buyer pursuant to the Assignment Agreement: (i) is fair and reasonable; (ii) is the highest or otherwise best offer for the Interchange Fee Claims; (iii) will provide a greater recovery to the Debtors' creditors than would be provided by any other available alternative; (iv) will maximize the value of the Debtors' estates; and (v) constitutes fair value, full, and adequate consideration, reasonably equivalent value, and reasonable market value for the Interchange Fee Claims. No other person, entity, or group of entities has offered to purchase the Interchange Fee Claims for greater economic value to the Debtors than the Buyer. The Debtors' determination that the Assignment Agreement constitutes the highest or best offer for the Interchange Fee Claims was a valid, sound, and reasonable exercise of the Debtors' business judgment consistent with their fiduciary duties. The terms and conditions set forth in the Assignment Agreement are fair and reasonable under the circumstances. The Assignment Agreement was not entered into by the Buyer or the Debtors for the purpose of, nor does it have the effect of, hindering, delaying, or defrauding any creditor of the Debtors under any federal or state laws or any other applicable laws.

D. **Good Faith Purchaser.** The Assignment Agreement was proposed, negotiated, and entered into by and among the Debtors and the Buyer without collusion or fraud, in good faith, and at arm's length. Neither, the Buyer, nor any of its affiliates, members, partners, officers, directors, principals, or shareholders is an "insider" of the Debtors as that term is defined in Bankruptcy Code section 101(31). No common identity of directors, managers, controlling shareholders, or members exists between the Debtors and the Buyer. The Buyer is a good faith purchaser within the meaning of Bankruptcy Code section 363(m) and otherwise has proceeded in good faith in all respects in connection with this proceeding, and is therefore entitled to the full protection of that provision with respect to the Assignment Agreement, each term of the

Assignment Agreement (and any ancillary documents executed in connection therewith), and each term of this Order.

E. **Legal, Valid, and Binding Transfer.** The Assignment Agreement is a valid and binding contract between the Debtors and the Buyer and shall be enforceable pursuant to its terms. The Assignment Agreement and the consummation thereof shall be specifically enforceable against and binding upon (without posting any bond) the Debtors and any chapter 7 or chapter 11 trustee appointed in these chapter 11 cases, and shall not be subject to rejection or avoidance by the foregoing parties or any other person.

F. **Free and Clear.** The sale of the Interchange Fee Claims to the Buyer under the terms of the Assignment Agreement meets the applicable provisions of section 363(f) of the Bankruptcy Code. The Debtors may sell the Interchange Fee Claims free and clear of any and all interests because, in each case, one or more of the standards set forth in sections 363(f)(1) through (5) of the Bankruptcy Code have been satisfied. Each entity with an interest in the Interchange Fee Claims to be transferred to the Buyer on the Closing Date: (i) has consented to the sale transaction or is deemed to have consented; (ii) could be compelled in a legal or equitable proceeding to accept money satisfaction of such lien, claim, interest, or encumbrance; or (iii) otherwise falls within the provisions of Bankruptcy Code section 363(f). Those holders of liens or claims against the Interchange Fee Claims that did not object to the Motion are deemed to have consented to the sale transaction and the relief provided for herein pursuant to Bankruptcy Code section 363(f)(2).

G. **Waiver of Bankruptcy Rules 6004(h).** There is no legal or equitable reason to delay the closing of the Assignment Agreement and the sale transfer contemplated therein. The Debtors have demonstrated good and sufficient cause for the immediate approval and

consummation of the transactions contemplated by the Assignment Agreement, prior to, and outside of, a chapter 11 plan. Accordingly, there is sufficient cause to lift the 14-day stay contemplated by Bankruptcy Rules 6004(h) with regard to the transactions contemplated by this Order.

AND IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED as set forth herein.
2. Any objection, response or reservation of rights filed or asserted in response to the Motion and the relief requested therein that has not been withdrawn, waived, or settled or otherwise resolved, is hereby overruled on the merits with prejudice. All persons and entities given notice of the Motion that failed to timely object thereto are deemed to consent to the relief sought therein.
3. The Debtors are authorized to enter into the Assignment Agreement attached as Exhibit B to the Motion and effectuate the sale transaction contemplated therein.
4. As of the Closing Date (as defined in the Assignment Agreement), all of the Debtors' right, title and interest in and to, and possession of, the Interchange Fee Claims, as applicable, shall be immediately vested in the Buyer, as applicable, pursuant to sections 105(a), 363(b) and 363(f) of the Bankruptcy Code. Such transfer shall constitute a legal, valid, binding and effective transfer with respect to the Interchange Fee Claims.
5. Pursuant to section 363 of the Bankruptcy Code, the Debtors' sale of the Interchange Fee Claims to the Buyer shall be free and clear of all liens, claims, encumbrances, and interests (collectively, "Interests"). For the avoidance of doubt, Interests does not include defenses. All Interests shall attach, subject to the terms and conditions of the *Final Order (I) Authorizing Debtor to Obtain Post-Petition Secured Financing Pursuant to 11 U.S.C. §§ 105, 361, 362 and 364; (II) Granting Liens and Super-priority Claims; and (III) Granting Related Relief*

[\[Docket No. 324\]](#) (the “Final DIP Order”), as amended, solely to the net proceeds of the sale with the same validity, priority, force, and effect that they now have as against the Interchange Fee Claims, subject to any claims and defenses the Debtors and their estates may possess with respect thereto. All persons and entities holding Interests in the Interchange Fee Claims arising under, out of, in connection with, or in any way relating to the Debtors, the Interchange Fee Claims or the transfer of the Interchange Fee Claims to the Buyer, hereby are forever barred, estopped and permanently enjoined from asserting against the Buyer or their successors or assigns, their property or the Interchange Fee Claims, such persons’ or entities’ Interests in and to the Interchange Fee Claims; provided, however, the forgoing shall not preclude the Debtors or their successors and assigns, including, without limitation, any trustee of a post-confirmation trust, from seeking to enforce the Buyer’s obligations under the Assignment Agreement or seeking damages for breach of the same; provided, further, however, that the foregoing sentence shall (subject to the provisions of the Final DIP Order) not affect the rights or Interests of any individual or entity in or to the proceeds from the sale of the Interchange Fee Claims.

6. The Debtors are authorized to execute and deliver all instruments and documents and take such other actions as may be necessary or appropriate to implement and effectuate the sale transaction with the Buyer pursuant to this Order.

7. The sale transaction contemplated by the Assignment Agreement is undertaken by the Buyer without collusion and in good faith, as that term is used in section 363(m) of the Bankruptcy Code and, accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the sale shall not affect the validity of the sale transaction contemplated in the Assignment Agreement, unless such authorization and consummation of the sale are duly and properly stayed pending such appeal.

8. The consideration provided by the Buyer under the Assignment Agreement constitutes reasonably equivalent value, fair consideration, and fair value for the Interchange Fee Claims and may not be avoided under section 363(n) of the Bankruptcy Code. None of the Debtors or the Buyer has engaged in any conduct that would cause or permit the sale transaction to be avoided or costs or damages to be imposed under section 363(n) of the Bankruptcy Code or otherwise.

9. Notwithstanding Bankruptcy Rule 6004(h), the Order shall be effective and enforceable immediately upon enter hereof.

10. This Order shall be binding upon the Buyer and all successors and assigns of the Buyer, the Debtors, the Debtors' estate, all creditors of and holders of equity interests in the Debtors, and any holders of liens against or on all or any portion of the Interchange Fee Claims. This Order and the Assignment Agreement shall inure to the benefit of the Debtors, their estates, their creditors, the Buyer, and their respective successors and assigns.

11. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation, interpretation, or enforcement of this Order.



CRAIG T. GOLDBLATT
UNITED STATES BANKRUPTCY JUDGE

Dated: June 1st, 2021
Wilmington, Delaware