

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:

ADVANTAGE HOLDCO, INC., *et al.*,

Debtors.<sup>1</sup>

Chapter 11

Case No. 20-11259 (JTD)

(Jointly Administered)

**GLOBAL NOTES, METHODOLOGY AND SPECIFIC DISCLOSURES PERTAINING  
TO SCHEDULES AND STATEMENTS OF FINANCIAL AFFAIRS**

**Introduction**

On May 26, 2020 (the “Petition Date”), Advantage Holdco, Inc., Advantage Vehicles LLC, Central Florida Paint & Body, LLC, E-Z Rent A Car, LLC, RAC Vehicle Financing, LLC, Advantage Opco, LLC and Advantage Vehicle Financing LLC (each a “Debtor” and, collectively, the “Debtors”) each filed a petition for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the “Bankruptcy Code”) commencing the above-captioned bankruptcy cases (the “Chapter 11 Cases”). The Debtors, have today filed their respective Schedules of Assets and Liabilities (“Schedules”) and Statements of Financial Affairs (the “Statements,” and, together with the Schedules, the “Schedules and Statements”) with the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”), pursuant to section 521 of the Bankruptcy Code and Rule 1007 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”).

These Global Notes, Methodology, and Specific Disclosures Pertaining to Schedules and Statements of Financial Affairs (the “Global Notes”) pertain to, are incorporated by reference in, and comprise an integral part of each Debtor’s Schedules and Statements. The Global Notes should be referred to, considered, and reviewed in connection with any review of the Schedules and Statements.

The Debtors and their officers, employees, agents, and attorneys do not guarantee or warrant the accuracy or completeness of the data that is provided in the Schedules and Statements and shall not be liable for any loss or injury arising out of or caused in whole or in part by the acts, omissions, whether negligent or otherwise, in procuring, compiling, collecting, interpreting, reporting, communicating or delivering the information contained in the Schedules and Statements. Except as expressly required by the Bankruptcy Code, the Debtors and their officers, employees, agents, and attorneys expressly do not undertake any obligation to update,

---

<sup>1</sup> 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 2003 McCoy Road, Orlando, Florida 32809.

modify, revise or re-categorize the information provided in the Schedules and Statements or to notify any third party should the information be updated, modified, revised, or re-categorized. The Debtors, on behalf of themselves, their officers, employees, agents and advisors disclaim any liability to any third party arising out of or related to the information contained in the Schedules and Statements and reserve all rights with respect thereto.

Mr. Al Farrell has signed the Schedules and Statements. Mr. Farrell is the Chief Financial Officer of the Debtors, and an authorized signatory for the Debtors. In reviewing and signing the Schedules and Statements, Mr. Farrell necessarily has relied upon the efforts, statements and representations of the Debtors' advisors and various personnel employed by the Debtors. Mr. Farrell has not (and could not have) personally verified the accuracy of each statement and representation contained in the Schedules and Statements, including statements and representations concerning amounts owed to creditors, classification of such amounts and creditor addresses.

The Global Notes are in addition to any specific notes contained in each Debtor's Schedules and Statements. The fact that the Debtors have prepared Global Notes or specific notes with respect to any information in the Schedules and Statements and not to other information in the Schedules and Statements should not be interpreted as a decision by the Debtors to exclude the applicability of such Global Notes or specific notes to any of the Debtors' remaining Schedules and Statements, as appropriate.

Disclosure of information in one or more Schedules, one or more Statements, or one or more exhibits or attachments to the Schedules or Statements, even if incorrectly placed, shall be deemed to be disclosed in the correct Schedules, Statements, exhibits, or attachments.

### **Global Notes and Overview of Methodology**

**1. Reservation of Rights.** Although reasonable efforts have been made to prepare and file complete and accurate Schedules and Statements, inadvertent errors or omissions may exist. The Debtors reserve all rights to amend, supplement or otherwise modify the Schedules and Statements from time to time, in all respects, as may be necessary or appropriate, including, without limitation, the right to amend the Schedules and Statements with respect to a claim (including, but not limited to, amending the description or designation of any claim; disputing or otherwise asserting offsets or defenses to any claim reflected in the Schedules and Statements as to amount, liability, priority, status or classification; subsequently designating any claim as "disputed," "contingent" or "unliquidated"; or objecting to the extent, validity, enforceability, priority or avoidability of any claim). Notwithstanding the foregoing, the Debtors shall not be required to update the Schedules and Statements.

Further, nothing contained in the Schedules and Statements shall constitute a waiver of rights or an admission with respect to the Chapter 11 Cases (as defined below), including, without limitation, matters involving objections to claims, substantive consolidation, equitable subordination, defenses, characterization or re-characterization of contracts, assumption or rejection of contracts under the provisions of chapter 3 of the Bankruptcy Code and/or causes of action arising under the provisions of chapter 5 of the Bankruptcy Code or any other relevant

applicable laws to recover assets or avoid transfers. Any specific reservation of rights contained elsewhere in the Global Notes does not limit in any respect the general reservation of rights contained in this or the preceding paragraph.

**2. Description of Cases and “as of” Information Date.** On the Petition Date, the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code (the “Chapter 11 Cases”). The Debtors are operating their business and managing their properties as debtors in possession pursuant to Bankruptcy Code sections 1107(a) and 1108. On May 29, 2020, the Bankruptcy Court entered an order [Docket No. 48] providing for the joint administration of the Chapter 11 Cases for procedural purposes pursuant to Bankruptcy Rule 1015(b).

The Debtors filed for chapter 11 protection after the close of regular business on the Petition Date. Because substantially all changes to the Debtors’ assets and liabilities occur during the business day, the Debtors have assumed for purposes of the Schedules and Statements that all business transactions involving the Debtors occurring on the Petition Date occurred before the chapter 11 filings. The asset information provided herein, except as otherwise noted, represents the asset data of the Debtors as of the Petition Date, and the liability information provided herein, except as otherwise noted, represents the liability data of the Debtors as of the close of business on Petition Date.

**3. Basis of Presentation.** The Schedules and Statements, except where otherwise indicated, reflect the assets and liabilities of each Debtor on a non-consolidated basis where possible.

For purposes of the Schedules and Statements, the Debtors used reasonable efforts to attribute the assets and liabilities of each of their businesses to the proper legal entity; however, it is possible that not all assets or liabilities have been recorded at the correct legal entity on the Schedules and Statements. As such, the Debtors reserve all rights to amend these Schedules and Statements accordingly.

Although these Schedules and Statements may, at times, incorporate information prepared in accordance with generally accepted accounting principles in the United States (“GAAP”), the Statements and Schedules neither purport to represent nor reconcile to financial statements otherwise prepared and/or distributed by the Debtors in accordance with GAAP or otherwise. Additionally, the Schedules and Statements contain unaudited information that is subject to further review and potential adjustment, and reflect the Debtors’ reasonable best efforts to report the assets and liabilities of the Debtors on an unconsolidated basis.

**4. Confidentiality.** Due to the nature of an agreement between the Debtors and a third party, or a pending motion to seal, concerns of confidentiality or concerns for the privacy of an individual, the Debtors have deemed it appropriate and necessary to avoid listing certain names, addresses and amounts in the Schedules and Statements. Accordingly, there are instances within the Schedules and Statements where names, addresses or amounts have been left blank.

**5. Intercompany Claims.** Receivables and payables between the Debtors (each an “Intercompany Receivable” or “Intercompany Payable” and, collectively, the “Intercompany Claims”) are reported as assets on Schedule B or liabilities on Schedule F. These Intercompany

Claims may or may not result in allowed or enforceable claims by or against a given Debtor, and by listing these claims the Debtors are not indicating a conclusion that the Intercompany Claims are enforceable. Intercompany Claims also may be subject to set off, recoupment and netting not reflected in the Schedules. In situations where there is not an enforceable claim, the assets and/or liabilities of the applicable Debtor may be greater or less than the amounts stated herein. All rights to amend the Intercompany Claims in the Schedules and Statements are reserved.

The Debtors have listed all intercompany payables as unsecured non-priority claims on Schedule F for each applicable Debtor but reserve their rights to later change the characterization, classification, categorization or designation of such claims.

**6. Recharacterization.** Notwithstanding the Debtors' reasonable efforts to properly characterize, classify, categorize and designate certain claims, assets, executory contracts, unexpired leases and other items reported in the Schedules and Statements, the Debtors may nevertheless seek to recharacterize, reclassify, recategorize, redesignate, add or delete items. Accordingly, the Debtors reserve all of their rights to recharacterize, reclassify, recategorize, redesignate, add or delete items reported in the Schedules and Statements at a later time as is necessary or appropriate as additional information becomes available, including, without limitation, whether contracts or leases listed in the Schedules and Statements were deemed executory or unexpired as of the Petition Date and remain executory and unexpired postpetition.

**7. Liabilities.** The Debtors have sought to allocate liabilities between the prepetition and postpetition periods based on the information and research conducted in connection with the preparation of the Schedules and Statements. As additional information becomes available and further research is conducted, the allocation of liabilities between the prepetition and postpetition periods may change. Accordingly, the Debtors reserve all of their rights to amend, supplement or otherwise modify the Schedules and Statements as is necessary or appropriate.

The liabilities listed on the Schedules do not reflect any analysis of claims under Bankruptcy Code section 503(b)(9). Accordingly, the Debtors reserve all of their rights to dispute or challenge the validity of any asserted claims under Bankruptcy Code section 503(b)(9) or the characterization of the structure of any such transaction or any document or instrument related to any creditor's claim.

**8. Insiders.** Solely for purposes of the Schedules and Statements, the Debtors define "insiders" to include the following: (a) members of the board of directors; and (b) holders of equity interests in the Debtors.

**9. Leases.** In the ordinary course of business, the Debtors lease certain fixtures and equipment from certain third party lessors for use in the daily operation of the Debtors' business. The Debtors' obligations pursuant to such leases appear on Schedule F, and the underlying lease agreements are listed on Schedule G. Nothing in the Schedules and Statements is or shall be construed as an admission as to the determination of the legal status of any lease (including whether any lease is a true lease or a financing arrangement), and the Debtors reserve all rights with respect to such issues.

**10. Classifications.** Listing a claim on (a) Schedule D as “secured,” (b) Schedule E as “priority” or (c) Schedule F as “unsecured”; or listing a contract on Schedule G as “executory” or “unexpired,” does not constitute an admission by the Debtors of the legal rights of the claimant or a waiver of the Debtors’ rights to recharacterize or reclassify such claims or contracts.

**11. Claims Description.** Schedules D, E and F permit the Debtors to designate a claim as “disputed,” “contingent” and/or “unliquidated.” Any failure to designate a claim on a given Schedule as “disputed,” “contingent” or “unliquidated” does not constitute an admission by the Debtors that such amount is not “disputed,” “contingent” or “unliquidated,” or that such claim is not subject to objection. The Debtors reserve all of their rights to dispute, or assert offsets or defenses to, any claim reflected on their Schedules on any grounds, including, but not limited to amount, liability, validity, priority or classification. Additionally, the Debtors expressly reserve all of their rights to subsequently designate such claims as “disputed,” “contingent” or “unliquidated.”

**12. Causes of Action.** Despite their reasonable efforts to identify all known assets, the Debtors may not have identified and/or listed as assets in the Schedules and Statements all of their causes of action or potential causes of action against third-parties (and in particular have not identified or listed causes of action arising under the provisions of chapter 5 of the Bankruptcy Code and any other relevant non-bankruptcy laws to recover assets or avoid transfers). The Debtors reserve all of their rights with respect to any cause of action (including avoidance actions), controversy, right of setoff, cross-claim, counterclaim or recoupment; any claim on a contract or for breach of duty imposed by law or in equity; and any demand, right, action, lien, indemnity, guaranty, suit, obligation, liability, damage, judgment, account, defense, power, privilege, license or franchise, in each case of any kind or character whatsoever, known or unknown, fixed or contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively, whether arising before, on or after the Petition Date, in contract or in tort, in law or in equity, or pursuant to any other theory of law (collectively, “Causes of Action”) they may have, and neither the Global Notes nor the Schedules and Statements shall be deemed a waiver of any claims or Causes of Action or in any way prejudice or impair the assertion of such claims or Causes of Action.

**13. Summary of Significant Reporting Policies.** The following is a summary of significant reporting policies:

- a. Currency. Unless otherwise indicated, all amounts are reflected in U.S. dollars.
- b. Undetermined Amounts. The description of an amount as “unknown,” “TBD” or “undetermined” is not intended to reflect upon the materiality of such amount.
- c. Net Book Value of Assets. It would be prohibitively expensive, unduly burdensome and an inefficient use of estate assets for the Debtors to obtain current market valuations for all of their assets. Accordingly, unless otherwise indicated, the Debtors’ Schedules and Statements reflect net book values as of the

Petition Date. Furthermore, assets that have fully depreciated or were expensed for accounting purposes may not appear in the Schedules and Statements as they have no net book value, or may appear but be listed as undetermined amounts.

- d. Totals. All totals that are included in the Schedules and Statements represent totals of all known amounts. To the extent there are unknown or undetermined amounts, the actual total may be different than the listed total.
- e. Paid Claims. The Debtors were authorized (but not directed) to pay certain outstanding prepetition claims pursuant to various orders entered by the Bankruptcy Court (collectively, the “First-Day Orders”). The Schedules and Statements generally reflect (and do not list) prepetition obligations that have been satisfied pursuant to such First-Day Orders. To the extent the Schedules and Statements fail to reflect any such payments or the Debtors pay in the future claims listed in the Schedules and Statements pursuant to orders entered by the Bankruptcy Court, the Debtors reserve all of their rights to amend or supplement the Schedules and Statements or take other action as is necessary or appropriate to avoid over-payment of or duplicate payments for any such liabilities.
- f. Credits and Adjustments. The claims of individual creditors for, among other things, goods, products, services or taxes are listed as the amounts entered on the Debtors’ books and records and may not reflect credits, allowances or other adjustments due from such creditors to the Debtors. The Debtors reserve all of their rights with regard to such credits, allowances and other adjustments, including the right to assert claim objections and/or setoffs with respect to same.
- g. Accounts Receivable. The accounts receivable information listed on Schedule B includes net receivables from the Debtors’ customers which receivables are calculated net of any amounts that, as of the Petition Date, may be owed to such customers in the form of rebates, offsets or other price adjustments pursuant to the Debtors’ customer program policies and day-to-day operating policies. A claim is listed on Schedule F to the extent that a net payable remains to a given customer.
- h. Excluded Assets and Liabilities. The Debtors have excluded certain categories of assets, tax accruals and liabilities from the Schedules and Statements, including, without limitation, goodwill, accrued salaries, certain employee benefit accruals, accrued accounts payable and deferred gains. The Debtors also have excluded rejection damage claims of counterparties to executory contracts and unexpired leases that may be rejected, to the extent such damage claims exist. In addition, certain immaterial assets and liabilities may have been excluded.
- i. Liens. Property and equipment listed in the Schedules and Statements are presented without consideration of any liens that may attach (or have attached) to such property and equipment.

**14. Estimates.** To prepare and file the Schedules and Statements in accordance with the deadlines established in the Chapter 11 Cases, the Debtors were required to make certain estimates and assumptions that affect the reported amounts of assets and liabilities and reported revenue and expenses as of the Petition Date. The Debtors reserve all rights to amend the reported amounts of assets, liabilities, revenue and expenses to reflect changes in those estimates and assumptions.

**15. Setoffs.** The Debtors periodically incur certain setoffs from customers and suppliers in the ordinary course of business. Setoffs in the ordinary course can result from various items including, but not limited to, intercompany transactions, pricing discrepancies, returns, refunds and other disputes between the Debtors and their customers and/or suppliers, as well as rebates, chargebacks, incentives and other obligations in connection with the Debtors' customer programs. These normal setoffs are consistent with the ordinary course of business in the Debtors' industry and can be voluminous, making it unduly burdensome and costly for the Debtors to list such ordinary course setoffs. Therefore, although such setoffs and other similar rights may have been accounted for when scheduling certain amounts, these ordinary course setoffs are not independently accounted for, and as such, are excluded from the Schedules and Statements.

**16. Totals.** The asset totals listed on Schedule B represent all known amounts included in the Debtors' books and records as of the Petition Date. The liability totals listed on Schedule F, however, reflect postpetition payments on prepetition claims made pursuant to First-Day Orders, as noted above. To the extent there are unknown or undetermined amounts, the actual total may be different than the listed total. Also as noted above, certain liabilities reflected in the books and records in accordance with GAAP, but which would not represent a claim against the Debtors, are not reflected on Schedule F.

### **Specific Disclosures with Respect to the Debtors' Schedules**

**Schedule A/B 5.22.** As of the Petition Date, the Debtors were party to a number of agreements which they use to acquire their vehicle fleet (the "Vehicle Facilities"). The Vehicle Facilities are variously styled as revolving credit lines or leases. None of the descriptions contained herein of the Vehicle Facilities is an admission as to the status of any such facility as a true lease or a secured credit facility or to the validity or perfection of any purported liens on the Debtors' assets, and the Debtors reserve all of their rights with respect thereto.

**Schedule E/F: Creditors Who Have Unsecured Claims.** The listing of any claim on Schedule E/F as a priority claim does not constitute an admission by the Debtors that such claim is entitled to priority under section 507(a) of the Bankruptcy Code. The Debtors reserve the right to dispute the priority status of any claim on any basis.

Although the Debtors have made a reasonable attempt to set forth their unsecured obligations in Schedule E/F, the actual amount of claims against the Debtors may vary from the represented liabilities. Parties in interest should not accept that any listed liability necessarily reflects the correct amount of any unsecured creditor's allowed claim or the correct amount of all unsecured claims. Similarly, parties in interest should not anticipate that recoveries in these cases

will reflect the relationship of aggregate asset values and aggregate liabilities set forth in the Schedules and SOFA.

The claims listed on Schedule E/F arose or were incurred on various dates and, in certain instances, the date on which a claim arose may be unknown or subject to dispute. Because fixing that date for each claim in Schedule E/F would be unduly burdensome and cost prohibitive, the Debtors have not listed a date for the claims listed on Schedule E/F.

**Schedule F.** Customer Refunds. In the ordinary course of their business the Debtors received deposits for car rental reservations. As of the Petition Date, the Debtors books and records reflected approximately 90 customers who may or may not be entitled to a refund, in an estimated aggregate amount of approximately \$29,000. The Debtors books and records do not contain addresses or other contact information for the refunds.

**Schedule G.** Although reasonable efforts have been made to ensure the accuracy of Schedule G regarding executory contracts and unexpired leases (collectively, the “Agreements”), inadvertent errors, omissions or over-inclusion may have occurred. The Debtors may have entered into various other types of Agreements in the ordinary course of their business, such as indemnity agreements, supplemental agreements, amendments/letter agreements and confidentiality agreements, which may not be set forth on Schedule G. In addition, Schedule G does not include certain confidential agreements which, by their terms, prohibit disclosure of the existence of such agreements. Omission of an Agreement from Schedule G does not constitute an admission that such omitted contract or agreement is not an executory contract or unexpired lease, and Schedule G may be amended at any time to add any omitted Agreement. Likewise, the listing of an Agreement on Schedule G does not constitute an admission that such Agreement is an executory contract or unexpired lease or that such Agreement was in effect on the Petition Date or is valid or enforceable. The Debtors specifically reserve any and all rights to challenge and assert that certain of the Agreements expired and/or terminated prior to the Petition Date.

Certain of the contracts and agreements listed on Schedule G may consist of several parts, including purchase orders, amendments, restatements, waivers, letters and other documents that may not be listed separately on Schedule G or that may be listed as a single entry. The Debtors expressly reserve their rights to challenge whether such related materials constitute an executory contract, a single contract or agreement or multiple, severable or separate contracts.

The contracts, agreements and leases listed on Schedule G may have expired or may have been modified, amended or supplemented from time to time by various amendments, restatements, waivers, estoppel certificates, letters, memoranda, and other documents, instruments and agreements that may not be listed on Schedule G. Further, unless otherwise specified on Schedule G, each executory contract or unexpired lease listed thereon shall include all exhibits, schedules, riders, modifications, declarations, amendments, supplements, attachments, restatements or other agreements, instruments or other documents that in any manner affect such executory contract or unexpired lease, without respect to whether such agreement, instrument or other document is listed separately on Schedule G. In some cases, the same counterparty appears multiple times on Schedule G. This multiple listing is intended to reflect distinct agreements between the Debtors and such counterparty.



Any and all of the Debtors' rights, claims and Causes of Action with respect to the Agreements listed on Schedule G are hereby reserved and preserved and, as such, the Debtors hereby reserve all of their rights to, among other things, (i) dispute the validity, status or enforceability of any Agreements set forth on Schedule G, (ii) dispute or challenge the characterization of the structure of any transaction, or any document or instrument related to a creditor's claim, including, but not limited to, the Agreements listed on Schedule G, and (iii) amend or supplement such Schedule as necessary.

Certain of the Agreements may not have been memorialized and could be subject to dispute. Further, Agreements that are oral in nature have not been included on Schedule G.

**Insurance.** General information regarding the Debtors' insurance policies is available in the *Debtors' Motion for Entry of Interim and Final Orders Pursuant to 11 U.S.C. §§ 105, 363(b), 1107 And 1108, and Fed. R. Bankr. P. 6003 Authorizing Debtors to (I) Pay their Prepetition Insurance Obligations, (II) Maintain their Prepetition Bonding Obligations, (III) Maintain their Postpetition Insurance Coverage, and (IV) Maintain their Bonding Program* [Docket No. 7].

**Workforce Compensation/Benefits.** Insperity PEO Services, L.P. ("Insperity"), a professional employer organization, serves Debtor Advantage Opco, LLC, as an off-site, full service human resources department. Pursuant to an agreement, the Debtors and Insperity are in a PEO arrangement with the Debtors' workforce. Under the agreement, Insperity is responsible for, among other things, payment of salaries and wages and workforce programs, in addition to various other human resources and employee benefit services.

**Prepetition Retention Program.** Prepetition, in the ordinary course of business, the Debtors offered a retention program to certain key employees. Prior to the Petition Date, certain key employees satisfied the requirement of, and vested in, the retention program. Prior to the bankruptcy filing, the Debtors prefunded Insperity for various workforce obligations, including, the retention bonuses. Post-petition, the Debtors filed the *Debtors' Motion for Entry of Order (I) Honoring Prepetition Retention Program and Authorizing Payment of Retention Bonuses; (II) Approving Key Employee Retention Plan and Key Employee Incentive Plan, and (III) Granting Related Relief* [Docket No. 125] seeking (a) retroactive authority to pay the amounts of retention bonus that exceeded the statutory cap; and (b) authority to pay the balance of the retention bonuses owed. The Motion is currently pending.

### **Specific Disclosures with Respect to the Debtors' Statements**

**Statement 5.** In the prior 12 months, the company has gone from a fleet numbering over 25,000 vehicles to a current fleet of approx. 5,000 vehicles. The majority of these vehicles were disposed of in the normal course through sale at auction or to third party wholesalers or returned to OEMs under program purchases. More recently the company has worked with the lenders/lessors to return vehicles to them.

**Statement 10.** In the prior 12 months, the company has incurred the theft of over 200 vehicles in the ordinary course of rentals involving a large fleet. Over time some of these vehicles are recovered and eventually those that are not are written off. There have also been numerous

weather events (such as hail) in different parts of the country where the fleet is exposed to the elements, diminishing the value of numbers of vehicles.

**Statement 16.** TSD, a third-party vendor, provides car rental software to the Debtors and collects and retains personally identifiable information of customers. TSD's internal policies govern the data. Such information may be replicated in Debtors computer system but the Debtors do not have the IT capabilities to access the data. Debtors, through certain customer services, obtain the name, address, email address, phone number, gender, and social security number and/or drivers license and credit card information regarding certain customers.

**Statement 21.** Certain property at airports is held for the benefit of airport authorities pursuant to concession agreements.

**Fill in this information to identify the case:**Debtor RAC Vehicle Financing, LLCUnited States Bankruptcy Court for the: DelawareCase number 20-11263  
(if known)☐ Check if this is an amended filing**Official Form 207****Statement of Financial Affairs for Non-Individuals Filing for Bankruptcy**

04/19

The debtor must answer every question. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and case number (if known).

**Part 1: Income****1. Gross revenue from business**☒ None**2. Non-business revenue**

Include revenue regardless of whether that revenue is taxable. *Non-business income* may include interest, dividends, money collected from lawsuits, and royalties. List each source and the gross revenue for each separately. Do not include revenue listed in line 1.

☒ None**Part 2: List Certain Transfers Made Before Filing for Bankruptcy****3. Certain payments or transfers to creditors within 90 days before filing this case**

List payments or transfers—including expense reimbursements—to any creditor, other than regular employee compensation, within 90 days before filing this case unless the aggregate value of all property transferred to that creditor is less than \$6,825. (This amount may be adjusted on 4/1/22 and every 3 years after that with respect to cases filed on or after the date of adjustment.)

☒ None**4. Payments or other transfers of property made within 1 year before filing this case that benefited any insider**

List payments or transfers, including expense reimbursements, made within 1 year before filing this case on debts owed to an insider or guaranteed or cosigned by an insider unless the aggregate value of all property transferred to or for the benefit of the insider is less than \$6,825. (This amount may be adjusted on 4/1/22 and every 3 years after that with respect to cases filed on or after the date of adjustment.) Do not include any payments listed in line 3. *Insiders* include officers, directors, and anyone in control of a corporate debtor and their relatives; general partners of a partnership debtor and their relatives; affiliates of the debtor and insiders of such affiliates; and any managing agent of the debtor. 11 U.S.C. § 101(31).

☐ None

SEE ATTACHED EXHIBIT 4

**5. Repossessions, foreclosures, and returns**

List all property of the debtor that was obtained by a creditor within 1 year before filing this case, including property repossessed by a creditor, sold at a foreclosure sale, transferred by a deed in lieu of foreclosure, or returned to the seller. Do not include property listed in line 6.

☒ None**6. Setoffs**

List any creditor, including a bank or financial institution, that within 90 days before filing this case set off or otherwise took anything from an account of the debtor without permission or refused to make a payment at the debtor's direction from an account of the debtor because the debtor owed a debt.

☒ None**Part 3: Legal Actions or Assignments****7. Legal actions, administrative proceedings, court actions, executions, attachments, or governmental audits**

List the legal actions, proceedings, investigations, arbitrations, mediations, and audits by federal or state agencies in which the debtor was involved in any capacity within 1 year before filing this case.

☒ None

8. **Assignments and receivership**

List any property in the hands of an assignee for the benefit of creditors during the 120 days before filing this case and any property in the hands of a receiver, custodian, or other court-appointed officer within 1 year before filing this case.

☒ None

**Part 4: Certain Gifts and Charitable Contributions**

9. **List all gifts or charitable contributions the debtor gave to a recipient within 2 years before filing this case unless the aggregate value of the gifts to that recipient is less than \$1,000**

☒ None

**Part 5: Certain Losses**

10. **All losses from fire, theft, or other casualty within 1 year before filing this case.**

☒ None

**Part 6: Certain Payments or Transfers**

11. **Payments related to bankruptcy**

List any payments of money or other transfers of property made by the debtor or person acting on behalf of the debtor within 1 year before the filing of this case to another person or entity, including attorneys, that the debtor consulted about debt consolidation or restructuring, seeking bankruptcy relief, or filing a bankruptcy case.

☒ None

12. **Self-settled trusts of which the debtor is a beneficiary**

List any payments or transfers of property made by the debtor or a person acting on behalf of the debtor within 10 years before the filing of this case to a self-settled trust or similar device.  
Do not include transfers already listed on this statement.

☒ None

13. **Transfers not already listed on this statement**

List any transfers of money or other property—by sale, trade, or any other means—made by the debtor or a person acting on behalf of the debtor within 2 years before the filing of this case to another person, other than property transferred in the ordinary course of business or financial affairs.  
Include both outright transfers and transfers made as security. Do not include gifts or transfers previously listed on this statement.

☒ None

**Part 7: Previous Locations**

14. **Previous addresses**

List all previous addresses used by the debtor within 3 years before filing this case and the dates the addresses were used.

☒ Does not apply

**Part 8: Health Care Bankruptcies**

15. **Health Care bankruptcies**

Is the debtor primarily engaged in offering services and facilities for:  
— diagnosing or treating injury, deformity, or disease, or  
— providing any surgical, psychiatric, drug treatment, or obstetric care?

☒ No. Go to Part 9.

**Part 9: Personal Identifiable Information**

16. **Does the debtor collect and retain personally identifiable information of customers?**

☒ No.  
☐ Yes. State the nature of the information collected and retained.

**17. Within 6 years before filing this case, have any employees of the debtor been participants in any ERISA, 401(k), 403(b), or other pension or profit-sharing plan made available by the debtor as an employee benefit?**

- ☒ No. Go to Part 10.  
☐ Yes. Does the debtor serve as plan administrator?  
☒ No. Go to Part 10.  
☐ Yes. Fill in below:

**Part 10: Certain Financial Accounts, Safe Deposit Boxes, and Storage Units****18. Closed financial accounts**

Within 1 year before filing this case, were any financial accounts or instruments held in the debtor's name, or for the debtor's benefit, closed, sold, moved, or transferred?  
 Include checking, savings, money market, or other financial accounts; certificates of deposit; and shares in banks, credit unions, brokerage houses, cooperatives, associations, and other financial institutions.

- ☒ None

**19. Safe deposit boxes**

List any safe deposit box or other depository for securities, cash, or other valuables the debtor now has or did have within 1 year before filing this case.

- ☒ None

**20. Off-premises storage**

List any property kept in storage units or warehouses within 1 year before filing this case. Do not include facilities that are in a part of a building in which the debtor does business.

- ☒ None

**Part 11: Property the Debtor Holds or Controls That the Debtor Does Not Own****21. Property held for another**

List any property that the debtor holds or controls that another entity owns. Include any property borrowed from, being stored for, or held in trust. Do not list leased or rented property.

- ☒ None

**Part 12: Details About Environmental Information**

For the purpose of Part 12, the following definitions apply:

- *Environmental law* means any statute or governmental regulation that concerns pollution, contamination, or hazardous material, regardless of the medium affected (air, land, water, or any other medium).
- *Site* means any location, facility, or property, including disposal sites, that the debtor now owns, operates, or utilizes or that the debtor formerly owned, operated, or utilized.
- *Hazardous material* means anything that an environmental law defines as hazardous or toxic, or describes as a pollutant, contaminant, or a similarly harmful substance.

**Report all notices, releases, and proceedings known, regardless of when they occurred.**

**22. Has the debtor been a party in any judicial or administrative proceeding under any environmental law?** Include settlements and orders.

- ☒ No  
☐ Yes. Provide details below.

**23. Has any governmental unit otherwise notified the debtor that the debtor may be liable or potentially liable under or in violation of an environmental law?**

- ☒ No  
☐ Yes. Provide details below.

**24. Has the debtor notified any governmental unit of any release of hazardous material?**

- ☒ No  
☐ Yes. Provide details below.

**Part 13: Details About the Debtor's Business or Connections to Any Business**

25. Other businesses in which the debtor has or has had an interest

List any business for which the debtor was an owner, partner, member, or otherwise a person in control within 6 years before filing this case. Include this information even if already listed in the Schedules.

☒ None

26. Books, records, and financial statements

26a. List all accountants and bookkeepers who maintained the debtor's books and records within 2 years before filing this case.

☐ None

Name and address	Dates of service	
AL FARRELL 2003 MCCOY RD ORLANDO, FL 32809	From 5/1/2016	To PRESENT
LAURIE ELLIOTT 2003 MCCOY RD ORLANDO, FL 32809	From 2/5/2018	To PRESENT

26b. List all firms or individuals who have audited, compiled, or reviewed debtor's books of account and records or prepared a financial statement within 2 years before filing this case.

☐ None

Name and address	Dates of service	
PRICEWATERHOUSE COOPERS LLC 4040 WEST BOY SCOUT BOULEVARD TAMPA, FL 33607	From 2015	To 2018

26c. List all firms or individuals who were in possession of the debtor's books of account and records when this case is filed.

☐ None

Name and address	If any books of account and records are unavailable, explain why
AL FARRELL 2003 MCCOY RD ORLANDO, FL 32809  LAURIE ELLIOTT 2003 MCCOY RD ORLANDO, FL 32809	

26d. List all financial institutions, creditors, and other parties, including mercantile and trade agencies, to whom the debtor issued a financial statement within 2 years before filing this case.

☒ None

27. Inventories

Have any inventories of the debtor's property been taken within 2 years before filing this case?

☒ None

28. List the debtor's officers, directors, managing members, general partners, members in control, controlling shareholders, or other people in control of the debtor at the time of the filing of this case.

☐ None

Name	Address	Position and nature of any interest	% of interest, if any
ADVANTAGE HOLDCO, INC.	2003 MCCOY RD ORLANDO, FL 32809	PARENT	100

29. Within 1 year before the filing of this case, did the debtor have officers, directors, managing members, general partners, members in control of the debtor, or shareholders in control of the debtor who no longer hold these positions?

☒ None

30. Payments, distributions, or withdrawals credited or given to insiders

Within 1 year before filing this case, did the debtor provide an insider with value in any form, including salary, other compensation, draws, bonuses, loans, credits on loans, stock redemptions, and options exercised?

☐ None

SEE RESPONSE TO QUESTION 4

31. **Within 6 years before filing this case, has the debtor been a member of any consolidated group for tax purposes?**

☐ None

**Name of the parent corporation**

**Employer identification number of the parent corporation.**

ADVANTAGE HOLDCO, INC.

84-3198375

32. **Within 6 years before filing this case, has the debtor as an employer been responsible for contributing to a pension fund?**

☒ None

Part 14: Signature and Declaration

**WARNING** -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

I have examined the information in this *Statement of Financial Affairs* and any attachments and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 6/23/2020.

<b>x</b>	/s/ Al Farrell	Al Farrell
	Signature of individual signing on behalf of the debtor	Printed Name
	Chief Financial Officer	
	Position or relationship to debtor	

Are additional pages to *Statement of Financial Affairs for Non-Individuals Filing for Bankruptcy* (Official Form 207) attached?

- ☐ No  
☒ Yes



## Statement of Financial Affairs - Exhibit 4

## RAC Vehicle Financing, LLC 20-11263

Name	Relationship to Debtor	Payment Date	Amount	Description
ADVANTAGE OPCO, LLC 2003 MCCOY RD ORLANDO, FL 32809	DEBTOR AFFILIATE	10/21/2019	\$8,000,000.00	INTERCOMPANY TRANSFER
		11/20/2019	\$8,000,000.00	INTERCOMPANY TRANSFER
		12/23/2019	\$4,500,000.00	INTERCOMPANY TRANSFER
		02/05/2020	\$2,999,980.00	INTERCOMPANY TRANSFER
		04/02/2020	\$1,100,000.00	INTERCOMPANY TRANSFER
		05/01/2020	\$1,050,000.00	INTERCOMPANY TRANSFER
		05/15/2020	\$450,000.00	INTERCOMPANY TRANSFER
		05/22/2020	\$790,000.00	INTERCOMPANY TRANSFER
			\$26,889,980.00	
Grand Total: 1			\$26,889,980.00	