Court File No. CV-23-00704038-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C 36, AS AMENDED

AND IN THE MATTER OF YRC FREIGHT CANADA COMPANY, YRC LOGISTICS INC., USF HOLLAND INTERNATIONAL SALES CORPORATION AND 1105481 ONTARIO INC.

APPLICATION OF YELLOW CORPORATION UNDER SECTION 46 OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

Applicant

MOTION RECORD
(Motion for Sixth Supplemental Order)
(Returnable June 19, 2024)

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Applicant

NOTICE OF MOTION
Motion for Sixth Supplemental Order
(Returnable June 19, 2024)

Yellow Corporation (the "**Applicant**" or the "**Yellow Parent**"), in its capacity as the foreign representative (the "**Foreign Representative**") in respect of the proceedings commenced by the Yellow Parent and certain of its affiliates, including by YRC Freight Canada Company, YRC Logistics Inc., USF Holland International Sales Corporation and 1105481 Ontario Inc. (collectively, the "**Canadian Debtors**" and each a "**Canadian Debtor**"), under chapter 11 of the United States Code (the "**Chapter 11 Cases**"), will make a motion before Chief Justice Morawetz of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") on June 19, 2024, at 9:00 a.m. or as soon thereafter as the motion can be heard.

PROPOSED METHOD OF HEARING: The motion is to be heard:

☐ In writing under subrule 37.12.1 (1);
☐ In writing as an opposed motion under subrule 37.12.1(4);
☐ In person;

☐ By telephone conference;
☒ By video conference;

at a link to be provided by the Court.

THE MOTION IS FOR:

1. An Order (the "**Sixth Supplemental Order**") substantially in the form contained in the Motion Record of the Applicant, among other things:

(a) recognizing and enforcing in Canada the following orders entered by the United States Bankruptcy Court for the District of Delaware (the "**U.S. Bankruptcy Court**") pursuant to section 49 of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended ("**CCAA**"):

(i) *Order (I) Approving the Settlement Agreements By and Among the Debtors and Certain Possessory Lienholders and (II) Granting Related Relief* (the "**Lienholder Rolling Stock Settlement Order**"); and

(ii) *Order Authorizing the Abandonment and Destruction of Certain Digital Records* (the "**Mailbox Destruction Order**" together, with the Lienholder Rolling Stock Settlement Order, the "**U.S. Orders**");

(b) notwithstanding paragraph 5 of the Initial Recognition Order (as defined below), authorizing the Canadian Debtors to:

(i) transfer title of the Lienholder Rolling Stock Assets (as defined in the Lienholder Rolling Stock Settlement Order) referenced on Exhibit A to the Davidson Protruck Settlement Agreement (as defined below) to Davidson

Protruck Inc. ("**Davidson Protruck**"), *nunc pro tunc*, in accordance with the Lienholder Rolling Stock Settlement Order; and

(ii) to destroy (or cause to be destroyed) the Mailboxes (as defined in the Mailbox Destruction Order) in accordance with the Mailbox Destruction Order; and

2. Such further and other relief as counsel may request and this Court may permit.

THE GROUNDS FOR THE MOTION are as follows:

3. Capitalized terms used herein but not otherwise defined have the meaning given to such terms in the affidavit of Matthew A. Doheny sworn June 12, 2024 (the "**Doheny Affidavit**"), including terms therein defined by way of cross reference.

Chapter 11 Cases and the Canadian Proceedings

4. On August 6, 2023 (the "**Petition Date**"), the Yellow Parent and certain of its affiliates, including the Canadian Debtors (collectively, the "**Debtors**"), commenced the Chapter 11 Cases by filing voluntary petitions with the U.S. Bankruptcy Court.

5. On August 8, 2023, this Court granted an interim stay order which, among other things, granted a stay of proceedings in respect of the Canadian Debtors and the Yellow Parent, and their respective directors and officers, in Canada.

6. Following a hearing on August 9, 2023 in respect of the first day motions filed by the Debtors, the U.S. Bankruptcy Court granted certain orders, including an order authorizing the Yellow Parent to act as the Foreign Representative in respect of the Chapter 11 Cases.

7. On August 29, 2023, this Court granted: (a) the Initial Recognition Order (Foreign Main Proceeding), among other things, recognizing the Yellow Parent as the "foreign representative" in respect of the Chapter 11 Cases and the Chapter 11 Cases as a "foreign main proceeding" pursuant to section 45 of the CCAA (the "**Initial Recognition Order**"); and (b) the Supplemental Order (Foreign Main Proceeding), among other things, appointing Alvarez & Marsal Canada Inc. as information officer (in such capacity, the "**Information Officer**"), recognizing certain orders issued by the U.S. Bankruptcy Court, and granting certain charges.

8. The Debtors commenced the Chapter 11 Cases and these CCAA recognition proceedings to facilitate an orderly wind-down of the Debtors' operations and conduct an orderly and value-maximizing sale process for their portfolio of real estate and trucking assets.

9. The Debtors have to date monetized 128 Owned Properties for approximately $1.88 billion of proceeds, and 35 Leased Properties for approximately $85 million of proceeds. The Debtors have remaining approximately 47 Owned Properties (including two Canadian Owned Properties) and approximately 50 Leased Properties (including 10 Canadian Leased Properties), with an additional 29 Leased Properties being subject to extensions of the deadline under section 365(d)(4) of the U.S. Bankruptcy Code for the Debtors to assume or reject such Leased Properties.

10. The Debtors also continue to advance efforts to market and sell the their Rolling Stock Assets with the assistance of the Rolling Stock Agent to capitalize on the value of their assets for the benefit of all stakeholders.

Lienholder Rolling Stock Settlement Order

11. In the ordinary course of business, the Debtors routinely relied on the services of third parties (the "**Possessory Lienholders**"), including providers of mechanic, towing, storage yard, and other similar services, for the operation and maintenance of their Rolling Stock Assets.

12. When the Debtors commenced the Chapter 11 Cases and these CCAA recognition proceedings, certain Rolling Stock Assets were in the possession of numerous Possessory Lienholders who held a variety of statutory, common law, or possessory liens on such Rolling Stock Assets for prepetition amounts due and owing for services provided on such Rolling Stock Assets.

13. The Debtors, with the assistance of their advisors, identified 55 Rolling Stock Assets (collectively, the "**Lienholder Rolling Stock Assets**") that have been in the possession of Possessory Lienholders since before the Petition Date.

14. The Debtors, with the assistance of their financial advisor, undertook a comprehensive analysis of the Lienholder Rolling Stock assets to determine that, among other things, (i) the costs to release such assets and bring such assets to working order and prepare for sale, significantly exceeded the value of the Lienholder Rolling Stock Assets, (ii) the Lienholder Rolling Stock Assets provided no value to the administration of the Debtors' estates, and (iii) it would be value-destructive for the Debtors to expend any further estate resources to retrieve the Lienholder Rolling Stock Assets.

15. The Debtors engaged in good faith, arms' length negotiations with the Possessory Lienholders regarding the Lienholder Rolling Stock Assets, and ultimately entered into settlement agreements with seven Possessory Lienholders (the "**Settlement Agreements**").

16. The Settlement Agreement result in a waiver or reduction of the known claims held by the Possessory Lienholders against the Debtors' estates in the aggregate amount of $679,320 in exchange for surrendering title of the applicable Lienholder Rolling Stock Assets to such Possessory Lienholders.

17. The Settlement Agreements include a settlement agreement entered into between Yellow and Davidson Protruck on April 1, 2024 (the "**Davidson Protruck Settlement Agreement**"), in respect of the transfer of title to eight semi-tractor units owned by and registered to YRC Freight Canada held by Davidson Protruck.

18. On May 30, 2024, the Debtors filed the proposed Lienholder Rolling Stock Settlement Order with the U.S. Bankruptcy Court on certification counsel. On May 31, 2024, the U.S. Bankruptcy Court granted the Lienholder Rolling Stock Settlement Order without the need for a hearing.

19. The settlement with Davidson Protruck has been implemented.

20. Pursuant to the proposed Sixth Supplemental Order, the Foreign Representative is seeking recognition of the Lienholder Rolling Stock Settlement Order and approval of the title transfers to Davidson Protruck on a *nunc pro tunc* basis.

Mailbox Destruction Order

21. YRC Enterprise Services, Inc., a Debtor in the Chapter 11 Cases, and Microsoft Corporation ("**Microsoft**") are parties to certain enrollment agreements (collectively, the "**Enrollment**") through which the Debtors obtained licenses to use certain Microsoft software and products.

22. On January 19, 2024, the U.S. Bankruptcy Court entered an order authorizing the Debtors to assume the Enrollment.

23. Pursuant to terms of the Enrollment, given the shut-down of the Debtors' businesses, the Debtors and Microsoft agreed to reduce, or "true down," the number of subscription licenses that the Debtors maintain related to each product accessible under the Enrollment in return for a reduced annual fee commensurate with the reduction in services and licenses, which if implemented, will reduce the annual cost under the Enrollment from $3.9 million to $300,000.

24. The Debtors have identified approximately 6,100 mailboxes (the "**Mailboxes**") associated with Microsoft user account**s** ("**Accounts**") that were disabled in 2023 after the Petition Date.

25. If the Mailboxes associated with the Accounts are not deleted, the Debtors will be liable for the $2.9 million annual fee for the associated licenses billed by Microsoft pursuant to the original Enrollment. Accordingly, the Debtors filed the Mailbox Destruction Motion seeking authorization of the U.S. Bankruptcy Court to destroy, or cause to be destroyed, the Mailboxes.

26. The Debtors have no reason to believe that the Mailboxes, or the digital data contained therein, are needed any longer. The digital data is not necessary for the Debtors to complete the sales and wind down the Debtors are currently pursuing through the Chapter 11 Cases, and the

Debtors have no reason to believe that the digital data is germane to any pending litigation and/or to any of the proofs of claim that have been filed with the U.S. Bankruptcy Court.

27. With respect to any Mailboxes of Canadian employees or which relate to Canadian vendors, the Debtors have no reason to believe that these Mailboxes have any information pertaining to Canadian tax or employee records that are not otherwise available to the Canadian Debtors and stored elsewhere.

28. The costs of maintaining the Mailboxes and the associated licenses exceed their value, and the Debtors thus are seeking the authority of the U.S. Bankruptcy Court to destroy, or cause to be destroyed, the Mailboxes.

Recognition of the U.S. Orders is Appropriate

29. Section 49 of the CCAA provides that, if an order recognizing a foreign proceeding is made, the Court may make any order that it considers appropriate if it is satisfied that it is necessary for the protection of the debtor company's property or the interests of a creditor or creditors.

30. Recognition of the U.S. Orders by this Court pursuant to the Sixth Supplemental Order is appropriate to preserve the value of the Canadian Debtors and ensure judicial coordination and comity while the Debtors advance their wind-down and sale efforts pursuant to the Chapter 11 Cases.

31. The requested relief will assist with and facilitate the efforts of the Yellow group, including the Canadian Debtors and the Yellow Parent, to pursue an orderly wind-down of their business and operations in the Chapter 11 Cases with a view to maximizing value for the benefit of the Company's creditors, including the Company's Canadian creditors.

General

32. The provisions of the CCAA, including Part IV and section 49 thereof.

33. Such further and other grounds as counsel may advise and this Court may permit.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the motion:

34. The Doheny Affidavit;

35. The Sixth Report of the Information Officer, to be filed; and

36. Such further and other evidence as counsel may advise and this Court may permit.

Date: June 12, 2024

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ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

NOTICE OF MOTION
(Returnable June 19, 2024)

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AFFIDAVIT OF MATTHEW A. DOHENY
(Sworn June 12, 2024)

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AFFIDAVIT OF MATTHEW A. DOHENY
(Sworn June 12, 2024)

I, Matthew A. Doheny, of the Village of Alexandria Bay, in the State of New York, United States of America, **MAKE OATH AND SAY**:

I. INTRODUCTION AND OVERVIEW

1. I am the Chief Restructuring Officer of Yellow Corporation (the "**Yellow Parent**"). I was appointed as the Chief Restructuring Officer by the Board of Directors of the Yellow Parent (the "**Board**") on July 19, 2023. As Chief Restructuring Officer, I am familiar with the day-to-day operations, business and financial affairs, and books and records of YRC Freight Canada Company ("**YRC Freight Canada**"), YRC Logistics Inc. ("**YRC Logistics**"), USF Holland International Sales Corporation ("**USF**") and 1105481 Ontario Inc. ("**1105481**", and collectively with YRC Freight Canada, YRC Logistics and USF, the "**Canadian Debtors**"), and the other Debtors (as defined below). Prior to becoming the Chief Restructuring Officer, I was a member

of the Board beginning in 2011 and served as Chairman of the Board from 2019 until July 31, 2023, when I resigned from the Board. As such, I have knowledge of the matters deposed to herein, save where I have obtained information from others, including the Debtors' advisors, or public sources. Where I have obtained information from others or public sources I have stated the source of that information and believe it to be true. The Debtors do not waive or intend to waive any applicable privilege by any statement herein.

2. Capitalized terms used and not otherwise defined herein, unless otherwise indicated, have the meanings given to them in my affidavit sworn February 21, 2024 (the "**February Doheny Affidavit**"), including by way of cross-reference therein. A copy of the February Doheny Affidavit (without exhibits) is attached as Exhibit "A" hereto. Unless otherwise indicated, dollar amounts referenced in this affidavit are references to U.S. Dollars.

3. On August 6, 2023 (the "**Petition Date**"), the Yellow Parent and certain of its affiliates, including the Canadian Debtors (collectively, the "**Debtors**"), commenced cases (the "**Chapter 11 Cases**") in the United States Bankruptcy Court for the District of Delaware (the "**U.S. Bankruptcy Court**") by filing voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the "**U.S. Bankruptcy Code**"). The Chapter 11 Cases are being overseen by the Honourable Judge Craig T. Goldblatt.

4. On August 8, 2023, the Yellow Parent, in its capacity as the proposed foreign representative in respect of the Chapter 11 Cases, brought an application before the Ontario Superior Court of Justice (Commercial List) (the "**Court**") pursuant to Part IV of the *Companies' Creditors Arrangement Act*, R.S.C., 1985, c. C-36, as amended (the "**CCAA**") and section 106 of the *Courts of Justice Act*, RSO 1990, c C.43, and obtained an interim stay order, among other things, granting

a stay of proceedings in respect of the Canadian Debtors and the Yellow Parent, and their respective directors and officers, in Canada.

5. Following a hearing on August 9, 2023, in respect of the first day motions filed by the Debtors in the U.S. Bankruptcy Court, the U.S. Bankruptcy Court granted certain first day orders ("**First Day Orders**"), including an order appointing the Yellow Parent as the foreign representative in respect of the Chapter 11 Cases (the "**Foreign Representative**").

6. On August 29, 2023, the Yellow Parent, as the Foreign Representative, returned to this Court for recognition of the Chapter 11 Cases under Part IV of the CCAA and obtained:

(a) an Initial Recognition Order (Foreign Main Proceeding), among other things, recognizing the Chapter 11 Cases as a "foreign main proceeding" pursuant to section 45 of the CCAA; and

(b) a Supplemental Order (Foreign Main Proceeding), among other things, (i) ordering a stay of proceedings in respect of the Canadian Debtors and the Yellow Parent, and their respective directors and officers, in Canada, (ii) appointing Alvarez & Marsal Canada Inc. as the Information Officer, (iii) recognizing certain of the First Day Orders and certain other orders issued by the U.S. Bankruptcy Court, and (iv) granting the Administration Charge, the D&O Charge and the DIP Charge.

7. This affidavit is filed in support of a motion made by the Foreign Representative for an Order (the "**Sixth Supplemental Order**"), among other things, recognizing and enforcing in Canada:

(a) the *Order (I) Approving the Settlement Agreements By and Among the Debtors and Certain Possessory Lienholders and (II) Granting Related Relief* (the "**Lienholder Rolling Stock Settlement Order**"), a copy of which is attached as Exhibit "B" hereto; and

(b) subject to its entry by the U.S. Bankruptcy Court, the *Order Authorizing the Abandonment and Destruction of Certain Digital Records* (the "**Mailbox Destruction Order**" together, with the Lienholder Rolling Stock Settlement Order, the "**U.S. Orders**"), a draft form of which is attached as Exhibit "A" to the Mailbox Destruction Motion (as defined below), a copy of which is attached as Exhibit "C" hereto.

8. Each of the U.S. Orders is described further below in this affidavit. As discussed further below, the Debtors have recently adjourned the U.S. Bankruptcy Court hearing in respect of the Mailbox Destruction Order to June 28, 2024 to allow the Debtors time to work to address a limited objection and certain reservation of rights that have been filed. If the Mailbox Destruction Order is not granted in advance of the hearing of the Foreign Representative's motion for the Sixth Supplemental Order, the Foreign Representative will adjourn its request for recognition of the Mailbox Destruction Order to a later date. To the extent the Mailbox Destruction Order is granted by the U.S. Bankruptcy Court in advance of the hearing of the Foreign Representative's motion for the Sixth Supplemental Order, I understand that Goodmans LLP, Canadian counsel to the

Canadian Debtors, intends to file a copy of the entered Mailbox Destruction Order with the Court in advance of such hearing.

II. UPDATE ON CERTAIN MATTERS

A. General Overview

(i) Sale Matters

9. The Debtors commenced the Chapter 11 Cases and these CCAA recognition proceedings to facilitate an orderly wind-down of their operations and conduct an orderly and value-maximizing sale process for their portfolio of real estate and trucking assets.

10. In furtherance of the foregoing, the Debtors developed the bidding procedures (the "**Bidding Procedures**") pursuant to which the Debtors would seek bids for the sale or sales of substantially all of their assets. The Bidding Procedures, which provide for separate processes for the sale of the Debtors' Real Property Assets and Rolling Stock Assets, were approved by the U.S. Bankruptcy Court pursuant to the Bidding Procedures Order.[1] The Bidding Procedures Order was recognized by this Court pursuant to the Second Supplemental Order granted on September 29, 2023.

11. As described in the February Doheny Affidavit, the Debtors' sale efforts have been overwhelmingly successful. With respect to the marketing and sale of the Debtors' Real Property

[1] The Bidding Procedures Order is the *Order (I)(A) Approving Bidding Procedures for the Sale or Sales of the Debtors' Assets; (B) Scheduling Auctions and Approving the Form and Manner of Notice Thereof; (C) Approving Assumption and Assignment Procedures, (D) Scheduling Sale Hearings and Approving the Form and Manner of Notice Thereof; (II)(A) Approving the Sale of the Debtors' Assets Free and Clear of Liens, Claims, Interests and Encumbrances and (B) Approving the Assumption and Assignments of Executory Contracts and Unexpired Leases; and (III) Granting Related Relief* [Docket No. 575].

Assets, the U.S. Bankruptcy Court entered orders on December 12, 2023, January 12, 2024 and February 22, 2024 (collectively, the "**U.S. Sale Orders**") authorizing the Debtors to enter into certain asset purchase agreements in respect of their Real Property Assets (including Owned Properties and Leased Properties) and to consummate the transactions contemplated thereby.[2] Pursuant to the U.S. Sale Orders, the Debtors have to date monetized 128 Owned Properties for approximately $1.88 billion of proceeds, and 35 Leased Properties for approximately $85 million of proceeds. The Debtors have used certain of the proceeds generated by these sales to pay off all prepetition secured debt and all postpetition debtor-in-possession financing.

12. The Debtors have also spent significant time determining which remaining Leased Properties would bring value to the estates through assumption for later sale and assignment or other use. On February 26, 2024, the U.S. Bankruptcy Court granted the Lease Assumption Order, among other things, authorizing the Debtors to assume 29 unexpired leases (including 10 leases in respect of Canadian properties).[3] The Lease Assumption Order was recognized by this Court pursuant to the Fifth Supplemental Order granted on February 28, 2024.

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[2] See the (a) *Order (I) Approving Certain Asset Purchase Agreements; (II) Authorizing and Approving Sales of Certain Real Property Assets of the Debtors Free and Clear of Liens, Claims, Interests, and Encumbrances, in Each Case Pursuant to the Applicable Asset Purchase Agreement; (III) Approving the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases in Connection Therewith, in Each Case as Applicable Pursuant to the Applicable Asset Purchase Agreement; and (IV) Granting Related Relief* [Docket No. 1354] (the "**December 12 Sale Order**"), (b) *Order (I) Approving Certain Asset Purchase Agreements; (II) Authorizing and Approving Sales of Certain Real Property Assets of the Debtors Free and Clear of Liens, Claims, Interests, and Encumbrances, in Each Case Pursuant to the Applicable Asset Purchase Agreement; (III) Approving the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases in Connection Therewith, in Each Case as Applicable Pursuant to the Applicable Asset Purchase Agreement; and (IV) Granting Related Relief* [Docket No. 1735], and (c) *Order (I) Approving the Asset Purchase Agreement; (II) Authorizing and Approving the Sale of Certain Leased Properties of the Debtors Free and Clear of Liens, Claims, Interests, and Encumbrances Pursuant to the Asset Purchase Agreement; (III) Approving the Assumption and Assignment of Certain Unexpired Leases in Connection Therewith Pursuant to the Asset Purchase Agreement; and (IV) Granting Related Relief* [Docket No. 2346].

[3] The Lease Assumption Order is the *Order (A) Authorizing the Debtors to Assume Certain Unexpired Leases and (B) Granting Related Relief* [Docket No. 2385].

13. On April 19, 2024, the U.S. Bankruptcy Court entered a further order authorizing the Debtors to assume an additional 14 non-Canadian unexpired leases.[4]

14. The Debtors and their advisors continue to evaluate strategies and alternatives for their remaining owned and leased real properties. As of the date of this affidavit, the Debtors have remaining approximately 47 Owned Properties (including two Canadian Owned Properties, as discussed further below) and approximately 50 Leased Properties (including 10 Canadian Leased Properties, as discussed further below), with an additional 29 Leased Properties being subject to extensions of the deadline under section 365(d)(4) of the U.S. Bankruptcy Code for the Debtors to assume or reject such Leased Properties.

15. Regarding the Debtors' Rolling Stock Assets, as previously described in materials filed with the Court, the Debtors entered into an agreement (the "**Rolling Stock Agency Agreement**") with Nations Capital, LLC, Ritchie Bros. Auctioneers (America) Inc., IronPlanet, Inc., Ritchie Bros. (Canada) Ltd., and IronPlanet Canada Ltd. (collectively, the "**Rolling Stock Agent**") providing for the Rolling Stock Agent to act as the Debtors' exclusive marketer, broker, and auctioneer of the Rolling Stock Assets, and to provide certain other critical and related services. The U.S. Bankruptcy Court approved the Rolling Stock Agency Agreement pursuant to the Rolling Stock Sale Order, which was recognized by this Court pursuant to the Third Supplemental Order granted on November 8, 2023.[5]

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[4] See the *Order (A) Authorizing the Debtors to Assume Certain Unexpired Leases and (B) Granting Related Relief* [Docket No. 3086].

[5] The Rolling Stock Sale Order is the *Order (I) Approving Agency Agreement with Nations Capital, LLC, Ritchie Bros. Auctioneers (America) Inc., IronPlanet, Inc., Ritchie Bros. Auctioneers (Canada) Ltd. and IronPlanet Canada Ltd.*

16. The Debtors' efforts to market and sell the Debtors' Rolling Stock Assets pursuant to the Rolling Stock Sale Order are ongoing. The Rolling Stock Agent has held over 25 auctions to date, the majority of which relate to sales of U.S. Rolling Stock Assets.

(ii) Claims Process

17. On September 13, 2023, the U.S. Bankruptcy Court entered the Bar Date Order.[6] The Bar Date Order, among other things, approved the procedures and deadlines for the submission of claims against the Debtors (including the Canadian Debtors, who are also debtors in the Chapter 11 Cases) and the procedures for providing notice of the claims procedure to known and unknown creditors of the Debtors. The Bar Date Order was recognized by this Court pursuant to the Second Supplemental Order.

18. In total, approximately 13,540 proof of claims asserting over $10 billion in claims against the Debtors were filed. The Debtors continue to review and reconcile proofs of claim filed in accordance with the Bar Date Order.

19. Among the claims filed, there have been approximately 1,300 proofs of claim filed that relate to claims under the *Workers' Adjustment Notification Act* or its state level equivalents (collectively, "**WARN Act**"), as well as various claims filed by multiemployer pension plans (the "**MEPPs**") alleging withdrawal liability. The Debtors have objected to the claims of certain of the

Effective as of October 16, 2023; (II) Authorizing the Sale of Rolling Stock Assets Free and Clear of Liens, Claims, Interests and Encumbrances; and (III) Granting Related Relief [Docket No. 981].

[6] The Bar Date Order is the *Order (I) Setting Bar Dates for Filing Proofs of Claim, Including Requests for Payment Under Section 503(B)(9), (II) Establishing Amended Schedules Bar Date and Rejection Damages Bar Date, (III) Approving the Form of and Manner for Filing Proofs of Claim, Including Section 503(B)(9) Requests, and (IV) Approving Form and Manner of Notice Thereof* [Docket No. 521].

MEPPs and WARN Act claimants (the "**MEPP and WARN Litigation**"). If the Debtors prevail in the MEPP and WARN Litigation, the general unsecured claims pool will be reduced by up to approximately $8.0 billion in disallowed claims. The U.S. Bankruptcy Court has granted certain scheduling orders regarding the MEPP and WARN Litigation (the "**Scheduling Orders**"), which generally provide for the MEPP and WARN Litigation to continue through late 2024.[7]

20. In addition, the Debtors have also continued to review and reconcile the remainder of claims, which review will also inform potential recoveries in the Chapter 11 Cases. As of the date of this affidavit, the Debtors have filed fourteen omnibus objections to claims, which includes claims asserted against the Canadian Debtors, on the basis that certain claims are duplicative, asserted against the incorrect Debtor entity, or incorrectly asserted administrative priority, amongst other objectionable grounds. It is anticipated that additional objections to claims will be filed in the coming weeks and months.

(iii) Extension of Exclusivity Periods

21. Since the Petition Date, the Debtors have filed certain motions seeking to extend the exclusive periods during which only the Debtors may file a chapter 11 plan and solicit acceptances thereof. A copy of the Debtors most recently filed exclusivity motion (the "**Third Exclusivity Motion**") is attached as Exhibit "D" to this affidavit. The Third Exclusivity Motion requested an extension of the period during which the Debtors have the exclusive right to file a chapter 11 plan (the "**Filing Exclusivity Period**") through and including September 2, 2024, and the exclusive

[7] The Scheduling Orders consist of the (a) *Order Scheduling Certain Dates and Deadlines in Connection with the Debtors' Objections to Proofs of Claim Filed by the Pension Funds that Received Special Financial Assistance* [Docket No. 2195], (b) *Order Scheduling Certain Dates and Deadlines in Connection with the Debtors' Seventh Omnibus (Substantive) Objection to Proofs of Claim for Withdrawal Liability* [Docket No. 2961], and (c) *Scheduling Order* [Docket No. 3186].

period during which the Debtors have the exclusive right to solicit votes on any such chapter 11 plan (the "**Solicitation Exclusivity Period**" and, together with the Filing Exclusivity Period, the "**Exclusivity Periods**") through and including October 29, 2024, in each case without prejudice to the Debtors' right to seek further extensions to such Exclusivity Periods.

22. On May 28, 2024, the Official Committee of Unsecured Creditors (the "**UCC**") filed under seal an objection to the Third Exclusivity Motion (the "**UCC Objection**"), along with two declarations in support thereof (the "**UCC Declarations**"). On May 31, 2024, the UCC filed redacted versions of the UCC Objection and the UCC Declarations, copies of which are attached as Exhibit "E" hereto.

23. The Debtors filed the following in response to the UCC Objection:

(a) *Debtors' Motion for Leave to File a Late Reply in Further Support of Motion of Debtors for Entry of an Order (I) Extending the Debtors Exclusivity Periods to File a Chapter 11 Plan and Solicit Acceptances Thereof Pursuant to Section 1121 of the Bankruptcy Code and (II) Granting Related Relief*, which is attached as Exhibit "F" hereto and which at Exhibit "B" thereto includes the Debtors' reply in support of the Third Exclusivity Motion;[8] and

(b) *Declaration of Matthew A. Doheny, Chief Restructuring Officer of Yellow Corporation, in Support of Entry of Order (I) Extending the Debtors Exclusive*

[8] The Debtors' motion was granted by the U.S. Bankruptcy Court pursuant to the *Order Granting Debtors' Motion for Leave to File Late Reply in Further Support of Motion of Debtors for Entry of an Order (I) Extending the Debtors' Exclusive Periods to File a Chapter 11 Plan and Solicit Acceptances Thereof Pursuant to Section 1121 of the Bankruptcy Code and (II) Granting Related Relief* [Docket No. 3577].

Periods to File a Chapter 11 Plan and Solicit Acceptances Thereof Pursuant to Section 1121 of the Bankruptcy Code and (II) Granting Related Relief, a copy of which is attached as Exhibit "G" hereto.

24. In addition, an ad hoc group of equity holders of the Yellow Parent filed a statement in support of the Debtors' Third Exclusivity Motion, a copy of which is attached as Exhibit "H" hereto.

25. The U.S. Bankruptcy Court heard the Debtors' Third Exclusivity Motion on June 3, 2024. At the hearing, the UCC Objection was overruled by Judge Goldblatt, and the U.S. Bankruptcy Court granted the Third Exclusivity Motion and entered an order granting the requested extensions of the Plan Exclusivity Period through and including September 2, 2024, and the Solicitation Exclusivity Period through and including October 29, 2024, in each case without prejudice to the Debtors' right to seek further extensions.[9]

B. Canadian Sale Matters

(i) Canadian Owned Properties

26. The December 12 Sale Order, which was recognized by this Court pursuant to the Sale Recognition and Vesting Order granted on December 19, 2023, included two Canadian Owned Properties. As described in the February Doheny Affidavit, the RGH Transaction in respect of an Ontario property owned by YRC Freight Canada, was completed on January 23, 2024 for proceeds of approximately $2.97 million. Pursuant to the Sale Recognition and Vesting Order, the proceeds

[9] See the *Order (I) Extending the Debtors' Exclusive Periods to File a Chapter 11 Plan and Solicit Acceptances Thereof Pursuant to Section 1121 of the Bankruptcy Code, and (II) Granting Related Relief* [Docket No. 3590].

from the RGH Transaction form part of the Real Property Holdback Amount (as defined in the Sale Recognition and Vesting Order) and are currently held by the Information Officer in trust on behalf of the Debtors pending further Order of this Court.

27. The second Canadian transaction approved by the December 12 Sale Order and recognized by the Sale Recognition and Vesting Order is the Allstar Transaction in respect of a Quebec property also owned by YRC Freight Canada (the "**Quebec Property**"). As described in the February Doheny Affidavit, the Allstar Purchaser failed to honour its obligations to close the Allstar Transaction and on February 14, 2024, the Debtors sought and obtained the Order to Compel from the U.S. Bankruptcy Court on February 14, 2024, among other things, ordering the Allstar Purchaser to close the Allstar Transaction by no later than March 7, 2024.[10]

28. The Allstar Purchaser failed to complete the transaction despite the granting of the Order to Compel. Accordingly, the Debtors sought and obtained from the U.S. Bankruptcy Court the *Order Granting Motion (I) To Enforce Sale Order and Order to Compel; (II) to Sanction Allstar Investments Inc. for Contempt for Violating the Same; and (III) for Entry of an Order Requiring All Star to Close Transaction and to Pay All of the Costs and Expenses Incurred by the Debtors in Addressing this Matter* (the "**Contempt Order**"), a copy of which is attached as Exhibit "I" to this affidavit.[11] The Contempt Order, among other things, ordered the Allstar Purchaser to close the transaction immediately.

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[10] The Order to Compel is the *Order Enforcing Sale Order and Compelling Specific Performance by All Star Investments Inc. Under the All Star Asset Purchase Agreement* [Docket No. 2194].

[11] For further background regarding the circumstances that led to the Debtors obtaining the Contempt Order from the U.S. Bankruptcy Court, see the *Motion (I) To Enforce Sale Order and Order to Compel; (II) To Sanction Allstar Investments Inc. for Contempt for Violating the Same; and (III) For Entry of an Order Requiring All Star to Close*

29. The Allstar Purchaser has continued to fail to close the transaction despite the extensive efforts of the Debtors and their advisors.

30. There was no back-up bidder for the Quebec Property, and the Debtors are evaluating next steps regarding the Quebec Property.

31. In addition to the Quebec Property, there is one additional remaining Canadian Owned Property, located at 285 Blair Street, Oshawa, Ontario, which the Debtors, with the assistance of their investment banker, Ducera Partners LLC, are continuing to market.

(ii) Canadian Leased Properties

32. As referenced above, pursuant to the Lease Assumption Order, the Debtors have assumed 10 unexpired leases in respect of Canadian Leased Properties. The Debtors continue to explore alternatives for such Leased Properties as part of overall efforts to maximize the value of the Debtors' lease portfolio for the benefit of all stakeholders.

33. Since the February Doheny Affidavit, the Debtors have rejected one of YRC Freight Canada's Leased Properties. The Debtors and Acheron Land Holdings, ULC and Crown Enterprises, LLC (collectively "**Crown Enterprises**") entered into certain joint stipulations in respect of the lease relating to the Leased Property at 6130 Netherhart Road, Mississauga, ON, Canada L5T 1B7 (the "**Mississauga Lease**") pursuant to which the Debtors and Crown Enterprises, among other things, agreed to extend the deadline under section 365(d)(4) of the U.S. Bankruptcy Code for the Debtors to assume or reject the Mississauga Lease. On April 18, 2024,

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Transaction and Pay All of the Costs and Expenses Incurred by the Debtors in Addressing This Matter [Docket No. 2627], a copy of which is attached as Exhibit "J" to this affidavit.

the Debtors filed their ninth rejection notice pursuant to the Omnibus Rejection Order, which provided for the rejection of the Mississauga Lease.[12]

34. Prior to the rejection of the Mississauga Lease, the Debtors had rejected three of YRC Freight Canada's Leased Properties pursuant to the Omnibus Rejection Order. Accordingly, four of YRC Freight Canada's Leased Properties have been rejected as of the date hereof.[13]

35. The Debtors' also filed on May 1, 2024, a tenth rejection notice pursuant to the Omnibus Rejection Order, in which the Debtors seek to reject a sublease agreement (the "**Mississauga Sublease Agreement**") between YRC Freight Canada and Transport Morneau Inc. ("**TMI**") under which TMI subleases from YRC Freight Canada certain property that YRC Freight Canada leases pursuant to the Mississauga Lease. TMI has filed responses to the ninth and tenth rejection notices objecting to the rejection of the Mississauga Sublease Agreement.

(iii) Canadian Rolling Stock Assets

36. The Debtors, with the assistance of the Rolling Stock Agent, have continued to advance efforts to remove Rolling Stock Assets from the Canadian Owned Properties and Leased Properties, and to prepare such assets for sale. The removal of Rolling Stock Assets from Canadian Owned Properties and Leased Properties is currently expected to be completed in the second half of 2024.

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[12] The Omnibus Rejection Order is the *Order (I) Authorizing (A) Rejection of Certain Executory Contracts and Unexpired Leases Effective as of Dates Specified Herein and (B) Abandonment of Certain Personal Property, if any, and (II) Granting Related Relief* [Docket No. 548]. The Omnibus Rejection Order was recognized by this Court pursuant to the Second Supplemental Order.

[13] In addition, one of the U.S. Debtors, YRC Inc., has exited one of its leased locations located in Ontario.

37. To date, the Rolling Stock Agent has completed sales of certain of the Canadian Rolling Stock Assets for approximately CA$364,000 of proceeds. Pursuant to the Third Supplemental Order, such proceeds form part of the Holdback Amount (as defined in the Third Supplemental Order) and have been retained by the Canadian Debtors in a Canadian bank account, pending further order of the Court in respect of such funds.

38. The Debtors have also made other efforts to dispose of certain Rolling Stock Assets by other means where the sale of such assets may not maximize value, and have worked to progress the wind-down their portfolio of Rolling Stock Assets. As described further below, the Debtors have obtained the Lienholder Rolling Stock Settlement Order providing for the transfer of title to the seven Possessory Lienholders of certain Lienholder Rolling Stock Assets determined by the Debtors to have no value to the Debtors pursuant to settlement agreements with such Possessory Lienholders, including the Davidson Protruck Settlement Agreement (as defined below) in respect of certain Canadian Rolling Stock Assets. The Debtors have also filed certain notices of abandonment pursuant to the De Minimis Assets Order,[14] which was recognized by this Court pursuant to the Second Supplemental Order. These notices relate to, among other assets, certain obsolete Canadian Rolling Stock Assets and certain Canadian Rolling Stock Assets being held at vendor locations. The Debtors conducted a comprehensive analysis and determined that the pre- and post-petition amounts owed to the vendors, plus additional costs needed to bring the subject assets into working condition and back to the Debtors' or the Rolling Stock Agent's premises, would significantly outweigh the estimated recovery at auction.

[14] The De Minimis Assets Order is the *Order Approving Procedures for De Minimis Asset Transactions and Abandonment of De Minimis Assets* [Docket No. 551].

C. Wind-Down of the Canadian Business

39. The Canadian Debtors have continued to work, along with their advisors, to wind-down their business operations. As referenced above, YRC Freight Canada has continued to work towards exiting its owned and leased real property premises, and will continue to work with the Company's advisors to maximize the value of its remaining Owned Properties and Leased Properties.

40. As discussed in prior affidavits filed in these proceedings, all of YRC Freight Canada's unionized employees were placed on lay-off prior to the Petition Date and all but approximately 65 non-unionized employees were terminated. Over the course of these proceedings, the employment of additional employees has been terminated as the Canadian Debtors have continued to wind-down their operations in Canada. At this time, approximately five employees continue to be employed to assist with further remaining wind-down efforts of the Canadian Debtors.

III. RECOGNITION OF THE U.S. ORDERS

41. Pursuant to the proposed Sixth Supplemental Order, the Foreign Representative seeks recognition by this Court of the Lienholder Rolling Stock Settlement Order and, if granted by the U.S. Bankruptcy Court, the Mailbox Destruction Order.

A. Lienholder Rolling Stock Settlement Order

42. In the ordinary course of business, the Debtors routinely relied on the services of third parties (the "**Possessory Lienholders**"), including providers of mechanic, towing, storage yard, and other similar services, for the operation and maintenance of their Rolling Stock Assets. When the Debtors commenced the Chapter 11 Cases and these CCAA recognition proceedings, certain

Rolling Stock Assets were in the possession of numerous Possessory Lienholders who held a variety of statutory, common law, or possessory liens (collectively, "**Possessory Liens**") on such Rolling Stock Assets for prepetition amounts due and owing for services provided on such Rolling Stock Assets.

43. The Debtors have used the relief granted to them by the U.S. Bankruptcy Court to pay certain prepetition claims related to the Possessory Liens where the Debtors believed, in an exercise of their business judgment, that the benefit to their estates from making such payments during their ongoing wind-down would exceed the costs to the estates.[15] As described in the *Declaration of Brian Whittman in Support of Entry of Order (I) Approving the Settlement Agreements by and Among the Debtors and Certain Possessory Lienholders and (II) Granting Related Relief* (the "**Whittman Declaration**"), a copy of which is enclosed within the Lienholder Rolling Stock Settlement Motion (as defined below) and attached as Exhibit "K" hereto, the Debtors, with the assistance of their advisors, identified 55 Rolling Stock Assets (each, a "**Lienholder Rolling Stock Asset**" and collectively, the "**Lienholder Rolling Stock Assets**") that have been in the possession of Possessory Lienholders since before the Petition Date.

44. As explained in the Whittman Declaration, Alvarez & Marsal North America, LLC, as the Debtors' financial and restructuring advisor (the "**Debtors' Financial Advisor**"), conducted a comprehensive analysis of the Lienholder Rolling Stock Assets, which included, without limitation, (a) identifying, in consultation with the Rolling Stock Agent, the likely value of these

[15] See the *Final Order (I) Authorizing Debtors to Pay Prepetition Claims of Certain Critical Vendors, 503(b)(9) Claimants, Lien Claimants, and Foreign Vendors (II) Confirming Administrative Expense Priority of Outstanding Orders, and (III) Granting Related Relief* [Docket No. 517].

assets based on an analysis of the results of the Rolling Stock Asset sales to date, and (b) estimating the value of the claims that each of the Possessory Lienholders against the Lienholder Rolling Stock Assets, including all known prepetition and postpetition amounts owing to the Possessory Lienholders, including estimated unliquidated, unbilled amounts, that the Debtors would need to satisfy to release such assets for sale.

45. Based on this analysis, the Debtors determined that the costs to release such assets and bring such assets to working order and prepare for sale significantly exceeded the value of the Lienholder Rolling Stock Assets. The Debtors are of the view that the estimated aggregate claims related to both the prepetition repairs and storage costs and postpetition storage and towing costs of approximately $794,000, as illustrated by the summary chart attached as Exhibit "A" to the Whittman Declaration, materially exceeded the recovery threshold value of Lienholder Rolling Stock Assets, not including the costs to recover each Lienholder Rolling Stock Asset from its Possessory Lienholder location.

46. Further, these assets have not been used in the Debtors' operations nor have these assets been included in marketing materials prepared by the Rolling Stock Agent or the Debtors since the commencement of the Chapter 11 Cases and these CCAA recognition proceedings given that they have been held at the Possessory Lienholder locations since prior to the Petition Date.

47. The Debtors determined that the Lienholder Rolling Stock Assets provided no value to the administration of the Debtors' estates, and that it would be value-destructive for the Debtors to expend any further estate resources to retrieve the Lienholder Rolling Stock Assets.

48. Based on the foregoing, the Debtors engaged in good faith, arms' length negotiations with the Possessory Lienholders. On May 13, 2024, the Debtors filed the *Motion to Approve Compromise under Rule 9019 / Motion of Debtors for Entry of an Order (I) Approving the Settlement Agreements By and Among the Debtors and Certain Possessory Lienholders and (II) Granting Related Relief* (the "**Lienholder Rolling Stock Settlement Approval Motion**"), a copy of which is attached hereto as Exhibit "K", seeking U.S. Bankruptcy Court approval of settlement agreements entered into with seven Possessory Lienholders (the "**Settlement Agreements**").

49. The Settlement Agreements are described in further detail in the Lienholder Rolling Stock Settlement Approval Motion. In summary, the Settlement Agreements result in a waiver or reduction of the known claims held by the Possessory Lienholders against the Debtors' estates in the aggregate amount of $679,320 in exchange for surrendering title of the applicable Lienholder Rolling Stock Assets to such Possessory Lienholders.

50. The Settlement Agreements include a settlement agreement entered into between Yellow and Davidson Protruck Inc. ("**Davidson Protruck**") on April 1, 2024 (the "**Davidson Protruck Settlement Agreement**"), in respect of the transfer of title to eight semi-tractor units owned by and registered to YRC Freight Canada held by Davidson Protruck (the "**Semi-Tractor Units**"). Under the Davidson Protruck Settlement Agreement, Davidson Protruck agreed to release Yellow and its subsidiaries, among others, from any and all claims, actions and causes of action it has or may have against Yellow and its subsidiaries, respective affiliates, agents, servants, employees, successors or assigns, employees, arising from or out of unpaid towing, repair and/or storage fees for the Semi-Tractor Units and withdraw its proof of claim filed in the Chapter 11 Cases, as consideration for Yellow transferring ownership of the Semi-Tractor Units to Davidson Protruck.

51. On May 30, 2024, the Debtors filed the proposed Lienholder Rolling Stock Settlement Order with the U.S. Bankruptcy Court on certification counsel. On May 31, 2024, the U.S. Bankruptcy Court granted the Lienholder Rolling Stock Settlement Order without the need for a hearing.

52. I am advised by the Debtors' Financial Advisor that the settlement with Davidson Protruck has now been implemented. It was expected that the transfer of titles in respect of the Semi-Tractor Units to Davidson Protruck would take additional time to complete; however, I am advised by the Debtors' Financial Advisor that the titles (*i.e.*, the Semi-Tractor Units' registration documentation) were contained within the units themselves (which units were being held by Davidson Protruck at its location), and thus the transfer of such titles has been completed. Accordingly, pursuant to the proposed Sixth Supplemental Order, the Foreign Representative is seeking the Court's approval of such title transfers on a *nunc pro tunc* basis.

B. Mailbox Destruction Order

53. YRC Enterprise Services, Inc., a Debtor in the Chapter 11 Cases, and Microsoft Corporation ("**Microsoft**") are parties to certain enrollment agreements (collectively, the "**Enrollment**") through which the Debtors obtained licenses to use certain Microsoft software and products. On January 19, 2024, the U.S. Bankruptcy Court entered an order authorizing the Debtors to assume the Enrollment.[16] Under the Enrollment, the Debtors may annually reduce, or "true down," the number of subscription licenses that the Debtors maintain related to each product

[16] See the *Order (I) Authorizing Assumption of the Microsoft Enrollments and (II) Granting Related Relief* [Docket No. 2144].

accessible under the Enrollment in return for a reduced annual fee commensurate with the reduction in services and licenses (a "**True-Down**").

54. Pursuant to terms of the Enrollment, given the shut-down of the Debtors' businesses, the Debtors and Microsoft agreed to True-Down the Debtors' license enrollment and use, and in turn, reduce the annual cost under the Enrollment from $3.9 million to $300,000.

55. As described in the *Debtors' Motion for Entry of an Order Authorizing the Abandonment and Destruction of Certain Digital Records* (the "**Mailbox Destruction Motion**"), a copy of which is attached as Exhibit "C" to this affidavit, the Debtors identified approximately 6,100 electronic mailboxes (the "**Mailboxes**") associated with Microsoft user accounts ("**Accounts**") that were disabled in 2023 after the Petition Date. These Mailboxes are Mailboxes that are: (i) not on legal hold; (ii) of previous employees below the status of Vice President; (iii) in which the active directory account is disabled; (iv) that were not used in the year 2024; and (v) that are not shared with any current employee.

56. If the Mailboxes associated with the Accounts are not deleted, the Debtors will be liable for the $2.9 million annual fee for the associated licenses billed by Microsoft pursuant to the original Enrollment. Accordingly, the Debtors filed the Mailbox Destruction Motion seeking authorization of the U.S. Bankruptcy Court to destroy, or cause to be destroyed, the Mailboxes.

57. The Mailboxes contain digital data, including confidential business information and employee records that may contain Personally Identifiable Information and other personal information of employees. The Debtors have no reason to believe that the Mailboxes, or the digital data contained therein, are needed any longer. The digital data is not necessary for the Debtors to

complete the sales and wind down the Debtors are currently pursuing through the Chapter 11 Cases, and the Debtors have no reason to believe that the digital data is germane to any pending litigation and/or to any of the proofs of claim that have been filed with the U.S. Bankruptcy Court.

58. With respect to any Mailboxes of Canadian employees or which relate to Canadian vendors, it is my understanding that the Debtors have no reason to believe that these Mailboxes have any information pertaining to Canadian tax or employee records that are not otherwise available to the Canadian Debtors and stored elsewhere.

59. In sum, the costs of maintaining the Mailboxes and the associated licenses exceed their value, and the Debtors thus are seeking the authority of the U.S. Bankruptcy Court to destroy, or cause to be destroyed, the Mailboxes.

60. The Mailbox Destruction Motion was originally scheduled to be heard by the U.S. Bankruptcy Court on June 3, 2024. The Debtors have adjourned the hearing of the Mailbox Destruction Motion – initially to June 12, 2024 and most recently to June 28, 2024 – to allow the Debtors time to work to address a limited objection and certain reservation of rights that have been filed. If the Mailbox Destruction Order is not granted in advance of the hearing of the Foreign Representative's motion for the Sixth Supplemental Order, the Foreign Representative will adjourn its request for recognition of the Mailbox Destruction Order to a later date. If the Mailbox Destruction Order is granted in advance of the hearing in respect of the Sixth Supplemental Order, the Debtors will cause a copy of the entered Mailbox Destruction Order to be filed with the Court.

61. The Foreign Representative believes it is appropriate to seek recognition of the Mailbox Destruction Order, if granted, as part of these proceedings.

IV. CONCLUSION

62. I believe that the recognition of the U.S. Orders and the other relief sought in the proposed Sixth Supplemental Order is necessary to protect the Canadian Debtors and preserve the value of the Canadian Business for the benefit of a broad range of stakeholders.

63. The requested relief will assist with and facilitate the efforts of the Yellow group, including the Canadian Debtors and the Yellow Parent, to pursue an orderly wind-down of their business and operations in the Chapter 11 Cases with a view to maximizing value for the benefit of the Company's creditors, including the Company's Canadian creditors.

SWORN before me by videoconference on this 12th day of June, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely. The affiant was located in the City of Watertown, in the State of New York, United States of America and I was located in the City of Toronto in the Province of Ontario.

A Commissioner for taking affidavits
Name: Andrew Harmes
LSO# 73221A

DocuSigned by:
2ED4589632494A7...

Matthew A. Doheny

THIS IS EXHIBIT "A"
TO THE AFFIDAVIT OF MATTHEW A. DOHENY
SWORN BEFORE ME OVER VIDEOCONFERENCE
THIS 12TH DAY OF JUNE, 2024

Commissioner for Taking Affidavits

Court File No. CV-23-00704038-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C 36, AS AMENDED

AND IN THE MATTER OF YRC FREIGHT CANADA COMPANY, YRC LOGISTICS INC., USF HOLLAND INTERNATIONAL SALES CORPORATION AND 1105481 ONTARIO INC.

APPLICATION OF YELLOW CORPORATION UNDER SECTION 46 OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

Applicant

AFFIDAVIT OF MATTHEW A. DOHENY
(Sworn February 21, 2024)

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Applicant

AFFIDAVIT OF MATTHEW A. DOHENY
(Sworn February 21, 2024)

I, Matthew A. Doheny, of the Village of Alexandria Bay, in the State of New York, United States of America, **MAKE OATH AND SAY**:

I. INTRODUCTION AND OVERVIEW

1. I am the Chief Restructuring Officer of Yellow Corporation (the "**Yellow Parent**"). I was appointed as the Chief Restructuring Officer by the Board of Directors of the Yellow Parent (the "**Board**") on July 19, 2023. As Chief Restructuring Officer, I am familiar with the day-to-day operations, business and financial affairs, and books and records of YRC Freight Canada Company ("**YRC Freight Canada**"), YRC Logistics Inc. ("**YRC Logistics**"), USF Holland International Sales Corporation ("**USF**") and 1105481 Ontario Inc. ("**1105481**", and collectively with YRC Freight Canada, YRC Logistics and USF, the "**Canadian Debtors**"), and the other Debtors (as defined below). Prior to becoming the Chief Restructuring Officer, I was a member

of the Board beginning in 2011 and served as Chairman of the Board from 2019 until July 31, 2023, when I resigned from the Board. As such, I have knowledge of the matters deposed to herein, save where I have obtained information from others, including the Debtors' advisors, or public sources. Where I have obtained information from others or public sources I have stated the source of that information and believe it to be true. The Debtors do not waive or intend to waive any applicable privilege by any statement herein.

2. Capitalized terms used and not otherwise defined herein, unless otherwise indicated, have the meanings given to them in my affidavit sworn December 13, 2023 (the "**December Doheny Affidavit**"). Unless otherwise indicated, dollar amounts referenced in this affidavit are references to U.S. Dollars.

3. On August 6, 2023 (the "**Petition Date**"), the Yellow Parent and certain of its affiliates, including the Canadian Debtors (collectively, the "**Debtors**"), commenced cases (the "**Chapter 11 Cases**") in the United States Bankruptcy Court for the District of Delaware (the "**U.S. Bankruptcy Court**") by filing voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the "**U.S. Bankruptcy Code**").

4. On August 8, 2023, the Yellow Parent, in its capacity as the proposed foreign representative in respect of the Chapter 11 Cases, brought an application before the Ontario Superior Court of Justice (Commercial List) (the "**Court**") pursuant to Part IV of the *Companies' Creditors Arrangement Act*, R.S.C., 1985, c. C-36, as amended (the "**CCAA**") and Section 106 of the *Courts of Justice Act*, RSO 1990, c C.43, and obtained an interim stay order, among other things, granting a stay of proceedings in respect of the Canadian Debtors and the Yellow Parent, and their respective directors and officers, in Canada.

5. Following a hearing on August 9, 2023, in respect of the first day motions filed by the Debtors in the U.S. Bankruptcy Court, the U.S. Bankruptcy Court granted certain first day orders ("**First Day Orders**"), including an order appointing the Yellow Parent as the foreign representative in respect of the Chapter 11 Cases (the "**Foreign Representative**").

6. On August 29, 2023, the Yellow Parent, as the Foreign Representative, returned to this Court for recognition of the Chapter 11 Cases under Part IV of the CCAA and obtained:

(a) an Initial Recognition Order (Foreign Main Proceeding), among other things, recognizing the Chapter 11 Cases as a "foreign main proceeding" pursuant to section 45 of the CCAA; and

(b) a Supplemental Order (Foreign Main Proceeding), among other things, (i) ordering a stay of proceedings in respect of the Canadian Debtors and the Yellow Parent, and their respective directors and officers, in Canada, (ii) appointing Alvarez & Marsal Canada Inc. as the Information Officer, (iii) recognizing certain of the First Day Orders and certain other orders issued by the U.S. Bankruptcy Court, and (iv) granting the Administration Charge, the D&O Charge and the DIP Charge.

7. The Debtors commenced the Chapter 11 Cases and these CCAA recognition proceedings to facilitate an orderly wind-down of the Debtors' operations and conduct an orderly and value-maximizing sale process for their portfolio of real estate and trucking assets.

8. This affidavit is filed in support of a motion made by the Foreign Representative for an Order (the "**Fifth Supplemental Order**"), among other things, recognizing and enforcing in Canada the following orders (collectively, the "**U.S. Orders**", and with respect to the Lease

Assumption Order (as defined below), subject to its entry by the U.S. Bankruptcy Court), each of which is described further below in this affidavit:

(a) *Order Authorizing the Abandonment and Destruction of Documents and Records* (the "**Documents Order**"), a copy of which is attached hereto as Exhibit "A"; and

(b) *Order Enforcing Sale Order and Compelling Specific Performance by All Star Investments Inc. Under the All Star Asset Purchase Agreement* (the "**Order to Compel**"), a copy of which is attached hereto as Exhibit "B"; and

(c) *Order (A) Authorizing the Debtors to Assume Certain Unexpired Leases and (B) Granting Related Relief* (the "**Lease Assumption Order**"), a proposed form of which is attached hereto as Exhibit "C".

II. UPDATE ON CERTAIN MATTERS IN THE CHAPTER 11 CASES

A. Sale Process Efforts

(i) Real Property Assets

9. Since the Petition Date, the Debtors have advanced their robust marketing and sale efforts to capitalize on the value of their assets for the benefit of all stakeholders.

10. The Debtors' efforts with respect to the marketing and sale of their 174 owned real properties (the "**Owned Properties**") and 149 leased properties (the "**Leased Properties**", and together with the Owned Properties, the "**Real Property Assets**") in the period up to December 2023 are described in the December Doheny Affidavit, which was filed in support of an Order of this Court (the "**Sale Recognition and Vesting Order**") to, among other things, recognize the Sale Order granted by the U.S. Bankruptcy Court in respect of the sale of 128 Owned Properties

and two Leased Properties (collectively, the "**Initial Properties**"), including two Canadian Owned Properties (the "**Canadian Initial Properties**"). The Sale Recognition and Vesting Order was granted by this Court on December 19, 2023.

11. To date, the Debtors' efforts have been overwhelmingly successful. As of the date hereof, the Debtors have consummated 18 sale transactions, comprised of 119 Owned Properties and 25 Leased Properties, totaling nearly $1.9 billion.[1] An additional five sale transactions are expected to close in coming weeks, comprised of nine Owned Properties and one Leased Property, totaling $63.1 million. From the proceeds generated by these sales, the Debtors were able to pay off all prepetition secured debt and all postpetition debtor-in-possession financing, and have approximately $300 million of cash on hand.

12. Of the transactions in respect of the two Canadian Initial Properties approved pursuant to the Sale Recognition and Vesting Order (together the "**Canadian Transactions**"), the RGH Transaction was completed on January 23, 2024. Pursuant to the terms of the Sale Recognition and Vesting Order, the proceeds from the RGH Transaction (approximately $2.97 million) form part of the Real Property Holdback Amount (as defined in the Sale Recognition and Vesting Order) and were delivered, in trust, to the Information Officer to hold on behalf of the Debtors pending further Order of this Court.

13. To date, the second Canadian Transaction, being the Allstar Transaction, has not yet been completed. As discussed in further detail in the *Declaration of Jon Cremeans in Support of Entry*

[1] An additional 10 Leased Properties are subject to a proposed sale in respect of which the Debtors expect to seek approval by the U.S. Bankruptcy Court on February 26, 2024.

of Order Enforcing Sale Order and Compelling Specific Performance by All Star Investments Inc. Under the All Star Asset Purchase Agreement dated February 12, 2024 (the "**Cremeans Declaration**"), a copy of which is attached as Exhibit "D" hereto, the Allstar Purchaser, located in California, United States, had refused and failed to honor its obligations to close the Allstar Transaction concerning the Quebec Property (as defined in the Cremeans Declaration) for a $550,000 purchase price.

14. On February 9, 2024, the Debtors filed the *Debtors' Motion to Enforce the Sale Order and Compel Performance by All Star Investments, Inc. Under the All Star Asset Purchase Agreement* (the "**Motion to Compel**") with the U.S. Bankruptcy Court seeking entry of the Order to Compel. I understand from counsel to the Debtors, Kirkland & Ellis LLP, that the Motion to Compel was served on the Allstar Purchaser, and that the Allstar Purchaser did not object to the Motion to Compel or attend the hearing in respect thereof. Shortly before such hearing, the Allstar Purchaser did contact Kirkland & Ellis LLP by email indicating their intention to close the transaction. Out of an abundance of caution and in an interest to close the transaction, the Debtors proceeded with the Motion to Compel. The U.S. Bankruptcy Court heard the Motion to Compel on February 14, 2024, and entered the Order to Compel the same day.

15. The Debtors are continuing their efforts to advance all necessary matters to complete the Allstar Transaction as soon as practicable and by no later than the extended "Outside Date" of March 6, 2024, as per the Order to Compel.

16. The Debtors are also continuing to advance their marketing and sale efforts with regards to certain remaining Owned Properties and Leased Properties.

17. On February 12, 2024, the Debtors filed the *Debtors' Omnibus Motion for Entry of an Order (I) Authorizing the Debtors to Assume Certain Unexpired Leases and (II) Granting Related Relief* (the "**Lease Assumption Motion**") seeking to assume, under section 365 of the U.S. Bankruptcy Code, several Leased Properties for further marketing and sale efforts (discussed further below). The U.S. Bankruptcy Court is scheduled to hear the Lease Assumption Motion on February 26, 2024 at 10:30 a.m. (E.T.).

18. On February 19, 2024, the Debtors filed the *Sixth Notice of Rejection of Certain Unexpired Leases*, seeking to reject 17 unexpired real property leases under section 365 of the U.S. Bankruptcy Code (none of which relate to the Remaining Canadian Leased Properties (as defined below)).

(ii) Rolling Stock Assets

19. On October 27, 2023, the U.S. Bankruptcy Court entered the Rolling Stock Sale Order, which was recognized by this Court pursuant to the Third Supplemental Order granted on November 8, 2023. The Debtor's efforts to market and sell the Debtors' Rolling Stock Assets (as defined in the Rolling Stock Sale Order) pursuant to the Rolling Stock Sale Order are ongoing.

B. Wind-Down of the Canadian Business

20. The Canadian Debtors, with the assistance of their advisors, are continuing to work in good faith and with due diligence to advance an orderly wind-down of their business operations.

21. As discussed in prior affidavits filed in these proceedings, YRC Freight Canada has been working towards exiting its 13 Leased Properties and to wind-down operations at its three Owned Properties. As discussed above, the two owned Canadian Initial Properties have been sold (subject

to the Allstar Transaction being completed), and the Debtors, with the assistance of Ducera Partners LLC ("**Ducera**"), are continuing to market the one remaining Owned Property in Canada located at 285 Blair Street, Oshawa, Ontario. In addition, to date, three of YRC Freight Canada's Leased Properties have been exited as part of the Canadian Debtors' wind-down efforts.[2] Each of the leases for these locations were rejected pursuant to the Omnibus Rejection Order. The Debtors, with the assistance of Ducera, are continuing to market the 11 remaining Leased Properties in Canada (as also discussed below). These 11 Canadian Leased Properties are sought to be assumed pursuant to the Lease Assumption Motion (as discussed further below).

22. As discussed in prior affidavits filed in these proceedings, all of YRC Freight Canada's unionized employees were placed on lay-off prior to the Petition Date and all but approximately 65 non-unionized employees were terminated. The approximately 65 non-unionized employees remained in order to assist with wind-down matters.

23. At this time, approximately 11 employees continue to be employed to assist with further remaining wind-down efforts of the Canadian Debtors.

III. RECOGNITION OF THE U.S. ORDERS

24. Pursuant to the proposed Fifth Supplemental Order, the Foreign Representative seeks recognition by this Court of the Documents Order, the Order to Compel and the Lease Assumption Order.

[2] In addition, one of the U.S. Debtors, YRC Inc., has exited one of its leased locations located in Ontario.

A. Documents Order[3]

25. Approximately 31,000 boxes of the Debtors' documents and records are currently being held by Iron Mountain, Inc. ("**Iron Mountain**"), a third-party records and information management company, for storage, shredding, or transport. In addition, at least 12,000 boxes of the Debtors' documents and records are physically present on the properties that have been sold or continue to be part of the Debtors' sale process, including on leased properties for which the leases may be abandoned (collectively, the "**Documents and Records**"). Approximately 438 (5.7%) of the boxes are located in Canada.

26. Given the Debtors are selling their assets, they are without, or are expected to soon be without, storage space for the Documents and Records held on those properties. The Debtors have moved the records from the closed sales to their remaining properties, but that option will no longer exist once additional sales of the remaining properties close and/or the Debtors vacate those premises. To continue storing them, the Debtors would be required to move those Documents and Records to Iron Mountain or another third-party storage facility.

27. The Documents and Records cover a wide range of materials related to the Debtors' prior trucking business, including employee records going back decades, and operational documents such as licensing, tax, and other corporate records. The vast majority of the Documents and Records are believed to be original copies or physical duplicates of documents held electronically by the Debtors.

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[3] Capitalized terms used in this section and not otherwise defined in this affidavit, unless otherwise indicated, have the meanings given to them in the *Debtors' Motion for Entry of an Order Authorizing the Abandonment and Destruction of Certain Documents and Records*, a copy of which is attached hereto as Exhibit "E". Descriptions of the Documents Order are provided for summary purposes only and are qualified in their entirety to the terms and provisions of the Documents Order attached hereto as Exhibit "A".

28. While maintenance of the Documents and Records was necessary for the Debtors to operate as a going-concern trucking enterprise, the Debtors have no reason to believe that any are needed any longer. Either none or almost none of the Documents and Records are necessary for the Debtors to complete the sales and wind down that the Debtors are currently pursuing through the Chapter 11 Cases. And the Debtors have no reason to believe that the Documents and Records are germane to any pending litigation and/or to any of the proofs of claim that have been filed with the U.S. Bankruptcy Court.

29. With respect to Documents and Records in Canada, it is my understanding that the Canadian Debtors have and will continue to maintain at least seven years' worth of Canadian income tax and sales tax (GST / PST) returns and supporting data, as well as employee records from the past 7 years.

30. Given that the Debtors are no longer operating, they do not have the manpower to review and catalogue the contents of the boxes of Documents and Records, and it would be exceedingly costly to the Debtors' estates to have an advisor spend the time and money to further review each of the boxes in further detail.

31. In sum, the costs of maintaining these records exceed their value, the Debtors are increasingly without manpower and storage space to continue storing the Documents and Records, and the Debtors thus sought and obtained the authority of the U.S. Bankruptcy Court to destroy, or cause to be destroyed, or abandon the Documents and Records pursuant to the Documents Order.

32. The Debtors had received certain comments from the Office of the United States Trustee, and the Pension Benefit Guaranty Corporation and certain pension funds had filed certain limited objections in respect of the Documents Order, which comments were addressed and objections were resolved prior to the hearing held on February 14, 2024. Accordingly, the Documents Order ultimately proceeded on certification of counsel and was granted by the U.S. Bankruptcy Court on February 15, 2024.

33. The Debtors believe it is appropriate to seek recognition of the Documents Order as part of these proceedings.

B. Order to Compel

34. As discussed above, the Allstar Purchaser had refused and failed to honour its obligations to close the Allstar Transaction. Accordingly the Debtor sought and obtained the Order to Compel from the U.S. Bankruptcy Court on February 14, 2024, in order to seek to have the Allstar Transaction completed as soon as practicable.

35. As discussed in the Cremeans Declaration, there is no back-up bidder for the Quebec Property and failure to close the Allstar Transaction with the Allstar Purchaser will require the Debtors to re-market the Quebec Property. Failure to close the Allstar Transaction will be destructive to creditor recoveries.

36. The Debtors believe it is appropriate to seek recognition of the Order to Compel as part of these proceedings as the Quebec Property is located in Canada (despite the Allstar Purchaser being located in California, United States).

C. Lease Assumption Order[4]

37. As discussed above and further described in the *Declaration of Cody Leung Kaldenberg in Support of the Debtors' Omnibus Motion for Entry of an Order (I) Authorizing the Debtors to Assume Certain Unexpired Leases and (II) Granting Related Relief dated February 14, 2024*, a copy of which is attached hereto as Exhibit "F", the Debtors have to date sold 35 Leased Properties for aggregate cash proceeds of over $90 million, and approximately 106 Leased Properties remain to be sold, of which 11 are in Canada (the "**Remaining Canadian Leased Properties**").[5] The Debtors, with guidance from Ducera and subject to the U.S. Bankruptcy Court granting the Lease Assumption Order, intend to continue marketing these Leased Properties pursuant to a comprehensive and value-maximizing strategy. This strategy entails the Debtors assuming certain "high-value" leases and continuing to thoroughly market them. The current deadline under Section 365(d)(4) of the U.S. Bankruptcy Code for the Debtors to assume or reject the Leased Properties (subject to any further extensions) is March 4, 2024.

38. Given the Debtors' extensive portfolio of unexpired leases, the decision whether to assume or reject any particular unexpired lease takes time to determine. The Debtors' decision to assume or reject any particular unexpired lease depends on a number of different factors, including an assessment as to whether the terms of such unexpired lease are commensurate with the local market and are consistent with their overall sale objectives. Further, once the Debtors make the

[4] Capitalized terms used in this section and not otherwise defined in this affidavit, unless otherwise indicated, have the meanings given to them in the Lease Assumption Order. Descriptions of the Lease Assumption Order are provided for summary purposes only and are qualified in their entirety to the terms and provisions of the Lease Assumption Order attached hereto as Exhibit "C".

[5] The Debtors have filed several *Notice of Occurrence of Closing of Certain Real Property Sales* (collectively, the "**Closing Notices**"). To the extent of any inconsistency between this paragraph (provided for summary purposes only) and the contents of the Debtors' Closing Notices, the Closing Notices shall govern.

determination that any such unexpired lease will bring more value to their estates to assume, and subsequently assign through the marketing process, than to reject such unexpired lease, the Debtors must conduct a time-intensive marketing process to sell, sublease, or otherwise generate value from the unexpired lease.

39. The Debtors and their advisors spent significant time determining which unexpired leases will bring value to their estates through assumption, and subsequent assignment, of such unexpired lease. As a result of this analysis, the Debtors seek to assume approximately 75 unexpired Leases (including 11 Leases in respect of Canadian properties) pursuant to the proposed Lease Assumption Order. Following assumption of the Leases, the Debtors will continue to strategically market the Leases, some of which are already subject to pending bids, in order to maximize the value of the Leases for the benefit of all stakeholders.

40. Assumption of the Leases pursuant to the proposed Lease Assumption Order is critical in the Debtors' ongoing efforts to maximize value to their estates through a sale of substantially all of the Debtors' assets. Assumption of the Leases preserves the Debtors' ability to market and sell valuable assets of the Debtors' estates. In addition, and as noted above, the Debtors and their advisors analyzed the Debtors' unexpired lease portfolio and determined assumption of the Leases is likely to drive value to the Debtors' estates. Conversely, the rejection of the Leases now would result in approximately hundreds of millions of dollars in value lost relative to the alternative of assuming and ultimately assigning the Leases.

41. As noted above, the motion in respect of the Lease Assumption Order is currently scheduled to be heard by the U.S. Bankruptcy Court on February 26, 2024. If granted, the Lease Assumption Order will, among other things, authorize the Debtors to assume the proposed 75

Leases, including the 11 Leases in respect of the Remaining Canadian Leased Properties, and require the Debtors to promptly pay the Cure Amounts.

42. The Remaining Canadian Leased Properties, together with the proposed Cure Amounts in respect of the applicable Leases, are set out in the table below:[6]

Landlord	**Address**	**Site**	**Cure Amount**
9551930 Canada Inc.	888 Belfast Road, Suite 210, Ottawa, ON K1G 0Z6	Y249	$17,442
Acheron Land Holdings ULC	6130 Netherhart Road, Mississauga, ON L5T 1B7	Y268	$225,750
Reimer World Properties Corp	1725 Chemin Saint Francois, Dorval, PQ H9P 2S1	Y160	$68,028
Reimer World Properties Corp	75 Dufferin Place SE, Calgary, AB T2C 4M2	Y626	$107,560
Reimer World Properties Corp	16060 128 Avenue, Edmonton, AB T5V 1B6	Y627	$64,644
Reimer World Properties Corp	920 Mackay Street, Regina, SK S4N 4X7	Y565	$22,683
Reimer World Properties Corp	717 Cynthia Street, Saskatoon, SK S7L 6B7	Y566	$25,539
Reimer World Properties Corp	3985 Still Creek Avenue, Burnaby, BC V5C 4E2	Y899	$132,889
RWP Manitoba Ltd.	1400 Inkster Boulevard, Winnipeg, MB R2X 2X3	Y479	$87,224
TFI International Inc.	5945 Chemin Saint-Elie, Sherbrooke, QC J1R 0L1	Y182	$10,595
Wolverine Freight System	281 Queenston Road, Niagara-On-The-Lake, ON L0S 1J0	258	$3,418

43. As described in the *Declaration of Brian Whittman in Support of the Debtors' Omnibus Motion for Entry of an Order (I) Authorizing the Debtors to Assume Certain Unexpired Leases*

[6] The form of Lease Assumption Order filed with the U.S. Bankruptcy Court inadvertently included the lease in respect of the Leased Property at 4055 Walker Road, Windsor, ON N8W 3T6, which had been previously rejected. The Debtors will be removing this lease from the Lease Assumption Order in a revised version of the Lease Assumption Order to be filed in advance of the hearing of the U.S. Bankruptcy Court to consider the Lease Assumption Motion on February 26, 2024.

and (II) Granting Related Relief dated February 14, 2024, a copy of which is attached hereto as Exhibit "G", the Debtors are able to provide adequate assurance of performance of their obligations under the Leases through a combination of (1) cash on hand and (2) cash proceeds to be generated from pending or future sales of Real Property Assets, Rolling Stock Assets and other assets.

44. As discussed above, the Debtors' marketing process has been tremendously successful and produced significant liquidity. The proceeds to date have generated sufficient cash to pay off all the Debtors' prepetition secured funded debt and postpetition debtor-in-possession financing, and approximately $300 million of cash remains on the Debtors' balance sheet. In addition, the Debtors expect to generate significant additional value through their continued sale and marketing efforts of the Debtors' remaining assets, including Real Property Assets and Rolling Stock Assets, to supplement the existing cash on hand.

45. The Debtors believe that the Lease Assumption Order, and the recognition thereof in these proceedings, will assist the Debtors in maximizing value with regards to the Leased Properties (including the Remaining Canadian Leased Properties) for the benefit of the Debtors' stakeholders.

46. If granted, the Foreign Representative will cause a copy of the Lease Assumption Order to be filed with the Court in advance of the hearing in respect of the Fifth Supplemental Order.

CONCLUSION

47. I believe that the recognition of the U.S. Orders and the other relief sought in the proposed Fifth Supplemental Order is necessary to protect the Canadian Debtors and preserve the value of the Canadian Business for the benefit of a broad range of stakeholders.

48. The requested relief will assist with and facilitate the efforts of the Yellow group, including the Canadian Debtors and the Yellow Parent, to pursue an orderly wind-down of their business and operations in the Chapter 11 Cases and also advance efforts for the sale or sales of substantially all of their remaining assets located in Canada, all with a view to maximizing value for the benefit of the Company's creditors, including the Company's Canadian creditors.

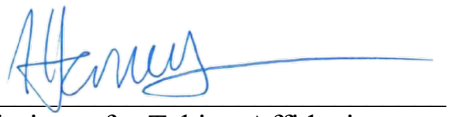
SWORN before me by videoconference on this 21st day of February, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely. The affiant was located in the City of Watertown, in the State of New York, United States of America and I was located in the City of Toronto in the Province of Ontario.

DocuSigned by:
2ED4589632494A7...

A Commissioner for taking affidavits
Name: Brennan Caldwell

Matthew A. Doheny

THIS IS EXHIBIT "B"
TO THE AFFIDAVIT OF MATTHEW A. DOHENY
SWORN BEFORE ME OVER VIDEOCONFERENCE
THIS 12TH DAY OF JUNE, 2024



Commissioner for Taking Affidavits

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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
YELLOW CORPORATION, *et al.*,[1]	)	Case No. 23-11069 (CTG)
Debtors.	)	(Jointly Administered)
	)	**Re: Docket No. 3358**

ORDER (I) APPROVING THE SETTLEMENT AGREEMENTS BY AND AMONG THE DEBTORS AND CERTAIN POSSESSORY LIENHOLDERS AND (II) GRANTING RELATED RELIEF

Upon the motion (the "Motion")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an final order (this "Order"), (a) authorizing the Debtors to enter into the Settlement Agreements attached hereto as **Exhibit 1** though **Exhibit 7,** and (b) granting related relief**,** all as more fully set forth in the Motion; and upon the Whittman Declaration; and upon the Burke Declaration; and the district court having jurisdiction under 28 U.S.C. § 1334, which was referred to this Court under 28 U.S.C. § 157 pursuant to the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; 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 this Court 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

[1] A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at https://dm.epiq11.com/YellowCorporation. The location of the Debtors' principal place of business and the Debtors' service address in these chapter 11 cases is: 11500 Outlook Street, Suite 400, Overland Park, Kansas 66211.

[2] Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

Debtors' estates, their creditors, and 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 Motion is granted as set forth herein.

2. The Settlement Agreements, including all terms and conditions therein, are approved in all respects.

3. The Debtors and each respective Possessory Lienholder are authorized to perform all obligations under the respective Settlement Agreements.

4. Pursuant to sections 105(a), 363(b), and 363(f) of the Bankruptcy Code, the Debtors are authorized to transfer the Lienholder Rolling Stock Assets to the respective Possessory Lienholders in accordance with the Settlement Agreements, and such transfer shall constitute a legal, valid, binding and effective transfer of the Lienholder Rolling Stock and shall vest the Possessory Lienholders with title in and to the Lienholder Rolling Stock Assets and the Possessory Lienholders shall take title to and possession of their respective Lienholder Rolling Stock Assets free and clear of all liens, claims, encumbrances, and other interests of any kind or nature whatsoever.

5. The lack of any specific description or inclusion of any particular provision of the Settlement Agreements in this Order shall not diminish or impair the effectiveness of such

provision, it being the intent of this Court that the Settlement Agreements be approved in their entirety.

6. In the event of any discrepancy between the Settlement Agreements and this Order, the terms of this Order shall govern.

7. An objection to each of the Settlement Agreement addressed in the Motion constitutes a separate contested matter as contemplated by Bankruptcy Rule 9014. This Order shall be deemed a separate order with respect to each Settlement Agreement. Any stay of this Order pending appeal by any interested party subject to this Order shall only apply to the contested matter that involves such interested party and shall not act to stay the applicability or finality of this Order with respect to the other contested matters covered hereby.

8. Notwithstanding any provision in the Bankruptcy Rules to the contrary, (a) the Settlement Agreements are not subject to any stay in the implementation, enforcement, or realization of the relief granted in this Order, unless otherwise provided herein or in such Settlement Agreement, and (b) the Debtors and the Possessory Lienholders, in their discretion, and without further delay, may take any action and perform any act authorized under this Order with respect to the applicable Settlement Agreement.

9. Nothing contained in the Motion or this Order, and no action taken pursuant to the relief requested or granted (including any payment made in accordance with this Order), is intended as or shall be construed or deemed to be: (a) an admission as to the amount, validity or priority of, or basis for any claim against the Debtors 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 particular claim; (d) an implication, admission or finding that any particular claim is an administrative expense claim,

other priority claim or otherwise of a type specified or defined in the Motion or this Order; (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; or (g) a waiver or limitation of any claims, causes of action or other rights of the Debtors or any other party in interest against any person or entity under the Bankruptcy Code or any other applicable law.

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 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 in accordance with the Motion.

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

Dated: May 31st, 2024
Wilmington, Delaware

CRAIG T. GOLDBLATT
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

The ACCU Trailer & Truck Repair, Inc. Settlement Agreement

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Release and Settlement Agreement

This Release and Settlement Agreement ("Agreement") is made April 24, 2024 (the "Effective Date"), between ACCU Trailer & Truck Repair, Inc. having its principal place of business at Franksville, WI 53126 ("ACCU Trailer") and Yellow Corp, a Delaware corporation, having its principal place of business at 11500 Outlook Street, Suite 400, Overland Park, KS 66211 ("Yellow"), which may each individually be referred to as "Party" or together the "Parties".

WHEREAS, Releasing Party (defined below) allege Yellow owes unpaid repair and/or storage fees; and

WHEREAS, Releasing Party and Yellow desire to settle the disputed claims.

NOW THEREFORE, in consideration of the mutual promises, covenants, undertakings, releases and agreements contained herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

1. Parties

1.1. The releasing parties to this Agreement include each of ACCU Trailer, for itself, its parent corporation, their respective successors, heirs, assigns, agents, attorneys, representatives, insurers, any trustees or conservators appointed on its behalf, and all related business entities, their parent, subsidiary, affiliated and related companies, together with their respective past, present and future predecessors, successors, assigns, officers, directors, shareholders, agents, attorneys, employees, insurers, and their respective heirs and legal representatives (the "Releasing Party").

1.2. The party being released is Yellow, its subsidiaries, and their respective successors, heirs, assigns, agents, attorneys, representatives, insurers, any trustees or conservators appointed on its behalf, and all related business entities, their parent, subsidiary, affiliated and related companies, together with their respective past, present and future predecessors, successors, assigns, officers, directors, shareholders, agents, attorneys, employees, insurers, and their respective heirs and legal representatives.

2. Subject Matter of this Agreement

This Agreement is based upon claims made by Releasing Parties for damages allegedly arising out of unpaid repair and/or storage fees for Yellow's equipment currently held by ACCU Trailer (hereinafter referred to as the "Occurrence"). Such Yellow equipment consists of 15 units, see exhibit A.

3. Release and Withdrawal of Claims

In consideration of the transaction set forth in Section 4 below, Releasing Parties hereby release and discharge any and all claims, actions and causes of action it has or may have against Yellow and its subsidiaries, respective affiliates, agents, servants, employees, successors or assigns, employees, arising from or out of the Occurrence even if not reasonably discoverable at the time of this Release and Settlement Agreement (excepting however, the pre-petition amounts of the Releasing Party's proof of claim in Yellow's chapter 11 cases (styled under Case No. 23-11069 (CTG) (Bankr. D. Del. 2023) which shall not be released by the Releasing Parties under this Agreement)

4. Consideration

This Agreement is made for and in consideration of the following transaction. ACCU Trailer shall release all claims against Yellow per Section 3. Yellow shall transfer ownership of the equipment (as described in Section 2 and in as-is condition) to ACCU Trailer. Yellow shall use its best efforts to transfer the titles (lien free) to such equipment to ACCU Trailer within thirty (30) days of receiving payment from ACCU Trailer, but in no instance longer than 60 days.

5. No Admission of Liability

Yellow and its subsidiaries, respective affiliates, agents, servants, employees, successors or assigns deny all liability and it is understood and agreed that this Agreement is a compromise of doubtful and disputed claims and that the payments made are not to be construed as an admission of liability on the part of the Yellow or as any admission as to the nature and extent of any damages allegedly sustained by Releasing Parties.

6. Liens and Subrogation Interest; Indemnity

Releasing Parties represents and warrants that there is no other person or entity who has any lien against or interest in the proceeds of this Agreement or who may claim through Releasing Parties in a derivative manner against Yellow for any cause arising from or related to the Occurrence, including without limitations, any customer, employer, insurer, attorney, lien holder, or other subrogated party. In any event, Releasing Parties agree to indemnify, defend, and hold harmless Yellow and its parent corporation, respective affiliates, agents, servants, employees, successors or assigns from any and liens against and interests in the proceeds of this settlement or derivative claims arising from or related to the Occurrence which any other person or entity might have, including but not limited to, any customer, employer, insurer, attorney, lien holder, or other subrogated party. It is further understood and agreed that all claims, if any, for attorneys' liens are included herein.

7. Other Related Claims and/or Suits Indemnity

Releasing Parties agree to indemnify, defend, and hold harmless Yellow and its parent corporation, respective affiliates, agents, servants, employees, successors or assigns from any and all claims, demands, actions or causes of action that may hereafter be made or brought on behalf of Releasing Parties, through Releasing Parties, or the current or former title holders of the commodities in question and relating to or arising out of the Occurrence.

8. Binding Effect

This Agreement shall be binding on and inure to the benefit of the Parties hereto, their successors, heirs, assigns, agents, attorneys, representatives, insurers, any trustees or conservators appointed for or on behalf of the Parties hereto or their assets, and as to business entities, their parent, subsidiary, affiliated and related companies, together with their respective past, present and future predecessors, successors, assigns, officers, directors, shareholders, agents, attorneys, employees, insurers, and their respective heirs and legal representatives.

9. Enforcement

All remedies at law or in equity shall be available for the enforcement of this Agreement. This may be pled as a full bar to the enforcement of any claims arising from the Occurrence.

10. Captions

The captions used in this Agreement are for clarification and are meant to be an aid in interpreting it. To the extent they conflict with any substantive provisions of this Agreement, they are to be disregarded.

11. Advice of Counsel

Releasing Parties represent that no promises, inducements, or agreements not herein expressed have been made or offered and that this Agreement is not executed in reliance upon any statement or representation except as specifically set out herein. It is understood and agreed that the terms of this Agreement are contractual and not mere recitals.

12. Warranty of Capacity to Execute Agreement

Each person signing this Agreement warrants and represents that he or she has the authority to sign on behalf of himself or herself and of the person or entity he or she represents, and that this Agreement has been validly authorized and constitutes a legally binding and enforceable obligation.

13. Governing Law

This Agreement shall be construed and interpreted in accordance with the laws of the State of Kansas.

14. Confidentiality

Releasing Party agrees to hold in confidence and not disclose to any party the terms of this Agreement, including the existence thereof (the "Confidential Information"); *provided* that if any party seeks to compel the Releasing Party's disclosure of any or all of the Confidential Information, through judicial action or otherwise, or the Releasing Party intends to disclose any or all of the Confidential Information, the Releasing Party shall immediately provide Yellow with prompt written notice so that Yellow may seek an injunction, protective order or any other available remedy to prevent such disclosure; *provided, further*, that, if such remedy is not obtained, the Releasing Party shall furnish only such information as the Releasing Party is legally required to provide.

15. Entire Agreement

This Agreement contains the entire agreement between the Parties with regard to the matters set forth herein and supersedes all prior agreements or understandings between the Parties. This Agreement cannot be modified in any respect in the future except in a writing signed by the Parties.

16. Severability

It is expressly understood to be the intent of the Parties that the terms and provisions of this Agreement are severable and if, at any time in the future, or for any reason, any term or provision in this Agreement is declared unenforceable, void, voidable, or otherwise invalid, the remaining terms and provisions shall remain valid and enforceable as written.

17. Counterparts

This Agreement may be signed in counterparts by the Parties and shall be valid and binding on each Party as if fully executed all on one copy. Facsimile signatures shall be acceptable to bind the Parties hereto.

BEFORE SIGNING BELOW, THE UNDERSIGNED DECLARES THAT HE OR SHE IS COMPETENT TO EXECUTE THIS RELEASE AND SETTLEMENT AGREEMENT, THAT HE OR SHE HAS READ AND FULLY UNDERSTANDS IT, AND THAT HE OR SHE VOLUNTARILY EXECUTES IT WITH FULL KNOWLEDGE OF ITS CONTENTS AND MEANING FOR THE PURPOSE OF OBTAINING THE ABOVE-STATED PAYMENT.

65

ACCU Trailer & Truck Repair, Inc.

Signature: Duane Meyer

Printed Name: Duane Meyer

Title: Owner

Date: 4-29-2024

Yellow Corp.

Signature: Theresa Coillot

Printed Name: Theresa Coillot

Title: Fleet Compliance

Date: 4-26-24

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Exhibit A:

Cnt	Vendor	UNIT	TYPE	YEAR	MAKE	VIN	Inv	Inv Amt
1	ACCU TRAILER & TRUCK REPAIR	HMES507448	RTL	2008	GRTDN	1GRAA962X8B702556	49307	$2,325
2	ACCU TRAILER & TRUCK REPAIR	HMES515310	RTL	2015	STGHT	1DW1A5329FB577810	4903	$2,325
3	ACCU TRAILER & TRUCK REPAIR	HMES532344	RTL	2022	VANGU	5V8VA5325NM211205	49302	$2,325
4	ACCU TRAILER & TRUCK REPAIR	HMES533191	RTL	2014	STGHT	1DW1A5320EB487346	49304	$2,325
5	ACCU TRAILER & TRUCK REPAIR	HMES535320	RTL	2005	GRTDN	1GRAA06285J610620	49311	$2,325
6	ACCU TRAILER & TRUCK REPAIR	HMES536466	RTL	2006	GRTDN	1GRAA06286J612627	49305	$2,325
7	ACCU TRAILER & TRUCK REPAIR	HMES536697	RTL	2006	GRTDN	1GRAA062X6J610247	49310	$2,325
8	ACCU TRAILER & TRUCK REPAIR	HMES537075	RTL	2007	GRTDN	1GRAA06237D424002	49300	$2,325
9	ACCU TRAILER & TRUCK REPAIR	HMES546634	RTL	2006	GRTDN	1GRAA06256T521822	49309	$2,325
10	ACCU TRAILER & TRUCK REPAIR	HMES535124	RTL	2005	GRTDN	1GRAA06285J610424	49301	$2,325
11	ACCU TRAILER & TRUCK REPAIR	HMES453381	RTL	2008	WABSH	1JJV532W18L111734	49306	$2,325
12	ACCU TRAILER & TRUCK REPAIR	HMES453694	CTL	2003	WABSH	1JJV482W93L849760	49308	$2,325

Exhibit 2

The Transport Repair Service, Inc. Settlement Agreement

Fwd: TRANSPORT REPAIR SERVICE - 15 Units - SETTLEMENT AGREEMENT

From: Molly Nevseta (molly.trs1212@gmail.com)

To: transportrepairser@sbcglobal.net

Date: Wednesday, April 24, 2024 at 01:23 PM EDT

---------- Forwarded message ---------
From: **Butaviciute, Sandra** <Sandra.Butaviciute@myyellow.com>
Date: Wed, Apr 24, 2024 at 11:34 AM
Subject: TRANSPORT REPAIR SERVICE - 15 Units - SETTLEMENT AGREEMENT
To: molly.trs1212@gmail.com <molly.trs1212@gmail.com>

Hi Molly,

Here is a summary of the Settlement Agreement:

- Ron and I agreed that Transport Repair Service will settle up to $18,000 of debt in exchange for free and clear titles for the 15 units listed below. Per our discussion there were only $10,535.59 in outstanding invoices in your system pertaining to the units below. The intent of the settlement is to settle all debt pertaining to the 15 units including but not limited to the invoices listed in the agreement.
- Transport Repair Service will update their claim to remove liability pertaining to these 15 units if such claim has been filed.
- Yellow will mail 11 titles to the address provided below (Forklifts and Yard Tractor do not have titles). The titles are ready to be mailed though we added more time just in case of emergencies
- Transport Repair Service will need to proceed with the regular bankruptcy court regarding outstanding liability that does not relate to the units below.

I attached signed settlement agreement. If your legal department needs to update the agreement, feel free to update the word version that is attached, but please outline the changes in the email so our legal department can easily locate them and provide feedback.

Cnt	Vendor/ Cust / Tow / Other Name	LSE/ OWN	TYPE 2	EUNIT	TYPE1	EYEAR	EMAKE	EFSERIAL
1	TRANSPORT REPAIR SERVICE	OWN	FKL	RDWY4692	FKL	2002	KMTSU	559217A
2	TRANSPORT REPAIR SERVICE	OWN	YTR	RDWY525	YTR	2004	OTTWA	3
3	TRANSPORT REPAIR SERVICE	OWN	CTR-SA	RDWY65069	CTR	2007	VOLVO	4V4M19GF67N406797
4	TRANSPORT REPAIR SERVICE	OWN	FKL	RDWY5383	FKL	2003	TOYOT	7FGCU20-81747
5	TRANSPORT REPAIR SERVICE	OWN	FKL	RDWY6992	FKL	2007	TOYOT	8FGCU25-14173
6	TRANSPORT REPAIR SERVICE	OWN	CTR-TA	RDWY79037	CTR	2008	VOLVO	4V4MC9GF87N449676
7	TRANSPORT REPAIR SERVICE	OWN	CTR-TA	RDWY79137	CTR	2008	VOLVO	4V4MC9EG48N263517
8	TRANSPORT REPAIR SERVICE	OWN	CTR-TA	RDWY79527	CTR	2006	INTL	2HSCNAPR46C189978
9	TRANSPORT REPAIR SERVICE	OWN	CTR-TA	RDWY79525	CTR	2007	VOLVO	4V4MC9GF37N449391
10	TRANSPORT REPAIR SERVICE	OWN	CTR-TA	RDWY79530	CTR	2007	VOLVO	4V4MC9GFX7N451820
11	TRANSPORT REPAIR SERVICE	OWN	CTR-SA	RDWY21665	CTR	2001	INTL	1HSCAAHN91J007774
12	TRANSPORT REPAIR SERVICE	OWN	RTL-TA	RDWY560435	RTL	2008	WABSH	1JJV532W08L111708
13	TRANSPORT REPAIR SERVICE	OWN	RTL-TA	HMES534348	RTL	2005	GRTDN	1GRAA06235D409884
14	TRANSPORT REPAIR SERVICE	OWN	RTL-TA	RDWY558846	RTL	2007	WABSH	1JJV532W17L043224
15	TRANSPORT REPAIR SERVICE	OWN	RTL-SA	RDWY132717	RTL	2015	STGHT	1DW1A2811FS620325

From: Brooke & Molly <accounting@transportrepairgr.com>
Sent: Tuesday, April 23, 2024 9:47 AM
To: Butaviciute, Sandra <Sandra.Butaviciute@myyellow.com>
Subject: YRC invoices

Sandra,

Here is what I have for you.

Release and Settlement Agreement

This Release and Settlement Agreement ("Agreement") is made April 23, 2024 (the "Effective Date"), between Transport Repair Service, Inc. having its principal place of business at 541 Burton St SW, Grand Rapids, MI 49507 ("TRS") and Yellow Corp, a Delaware corporation, having its principal place of business at 11500 Outlook Street, Suite 400, Overland Park, KS 66211 ("Yellow"), which may each individually be referred to as "Party" or together the "Parties".

WHEREAS, Releasing Party (defined below) allege Yellow owes unpaid repair and/or storage fees; and

WHEREAS, Releasing Party and Yellow desire to settle the disputed claims.

NOW THEREFORE, in consideration of the mutual promises, covenants, undertakings, releases and agreements contained herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

- **Parties**

- The releasing parties to this Agreement include each of TRS, for itself, its parent corporation, their respective successors, heirs, assigns, agents, attorneys, representatives, insurers, any trustees or conservators appointed on its behalf, and all related business entities, their parent, subsidiary, affiliated and related companies, together with their respective past, present and future predecessors, successors, assigns, officers, directors, shareholders, agents, attorneys, employees, insurers, and their respective heirs and legal representatives (the "Releasing Party").

- The party being released is Yellow, its subsidiaries, and their respective successors, heirs, assigns, agents, attorneys, representatives, insurers, any trustees or conservators appointed on its behalf, and all related business entities, their parent, subsidiary, affiliated and related companies, together with their respective past, present and future predecessors, successors, assigns, officers, directors, shareholders, agents, attorneys, employees, insurers, and their respective heirs and legal representatives.

- **Subject Matter of this Agreement**

  This Agreement is based upon claims made by Releasing Parties for damages allegedly arising out of unpaid repair and/or storage fees for Yellow's equipment currently held by TRS (hereinafter referred to as the "Occurrence"). Such Yellow equipment consists of 15 units, see exhibit A.

- **Release and Withdrawal of Claims**

  In consideration of the transaction set forth in Section 4 below, Releasing Parties hereby release and discharge any and all claims, actions and causes of action it has or may have against Yellow and its subsidiaries, respective affiliates, agents, servants, employees, successors or assigns, employees, arising from or out of the Occurrence even if not reasonably discoverable at the time of this Release and Settlement Agreement(including, but not limited to, the attached invoices. To the extent Releasing Party has filed a proof of claim in Yellow's chapter 11 cases (styled under Case No. 23-11069 (CTG) (Bankr. D. Del. 2023)) with respect to claims subject to this Agreement, Releasing Party agrees to formally withdraw its proof of claim from Yellow's claims register within five (5) business days of remitting the Agreed Payment Amount (as defined below) from Yellow.

- **Consideration**

  This Agreement is made for and in consideration of the following transaction. TES shall release all claims against Yellow per Section 3. Yellow shall transfer ownership of the equipment (as described in Section 2 and in as-is condition) to TRS. Yellow shall use its best efforts to transfer the titles (lien free) to such equipment to TRS within thirty (30) days of receiving payment from TRS, but in no instance longer than 60 days.

- **No Admission of Liability**

  Yellow and its subsidiaries, respective affiliates, agents, servants, employees, successors or assigns deny all liability and it is understood and agreed that this Agreement is a compromise of doubtful and disputed claims and that the payments made are not to be construed as an admission of liability on the part of the Yellow or as any admission as to the nature and extent of any damages allegedly sustained by Releasing Parties.

- **Liens and Subrogation Interest; Indemnity**

Releasing Parties represents and warrants that there is no other person or entity who has any lien against or interest in the proceeds of this Agreement or who may claim through Releasing Parties in a derivative manner against Yellow for any cause arising from or related to the Occurrence, including without limitations, any customer, employer, insurer, attorney, lien holder, or other subrogated party. In any event, Releasing Parties agree to indemnify, defend, and hold harmless Yellow and its parent corporation, respective affiliates, agents, servants, employees, successors or assigns from any and liens against and interests in the proceeds of this settlement or derivative claims arising from or related to the Occurrence which any other person or entity might have, including but not limited to, any customer, employer, insurer, attorney, lien holder, or other subrogated party. It is further understood and agreed that all claims, if any, for attorneys' liens are included herein.

- **Other Related Claims and/or Suits Indemnity**

  Releasing Parties agree to indemnify, defend, and hold harmless Yellow and its parent corporation, respective affiliates, agents, servants, employees, successors or assigns from any and all claims, demands, actions or causes of action that may hereafter be made or brought on behalf of Releasing Parties, through Releasing Parties, or the current or former title holders of the commodities in question and relating to or arising out of the Occurrence.

- **Binding Effect**

  This Agreement shall be binding on and inure to the benefit of the Parties hereto, their successors, heirs, assigns, agents, attorneys, representatives, insurers, any trustees or conservators appointed for or on behalf of the Parties hereto or their assets, and as to business entities, their parent, subsidiary, affiliated and related companies, together with their respective past, present and future predecessors, successors, assigns, officers, directors, shareholders, agents, attorneys, employees, insurers, and their respective heirs and legal representatives.

- **Enforcement**

  All remedies at law or in equity shall be available for the enforcement of this Agreement. This may be pled as a full bar to the enforcement of any claims arising from the Occurrence.

- **Captions**

  The captions used in this Agreement are for clarification and are meant to be an aid in interpreting it. To the extent they conflict with any substantive provisions of this Agreement, they are to be disregarded.

- **Advice of Counsel**

  Releasing Parties represent that no promises, inducements, or agreements not herein expressed have been made or offered and that this Agreement is not executed in reliance upon any statement or representation except as specifically set out herein. It is understood and agreed that the terms of this Agreement are contractual and not mere recitals.

- **Warranty of Capacity to Execute Agreement**

  Each person signing this Agreement warrants and represents that he or she has the authority to sign on behalf of himself or herself and of the person or entity he or she represents, and that this Agreement has been validly authorized and constitutes a legally binding and enforceable obligation.

- **Governing Law**

  This Agreement shall be construed and interpreted in accordance with the laws of the State of Kansas.

- **Confidentiality**

  Releasing Party agrees to hold in confidence and not disclose to any party the terms of this Agreement, including the existence thereof (the "Confidential Information"); *provided* that if any party seeks to compel the Releasing Party's disclosure of any or all of the Confidential Information, through judicial action or otherwise, or the Releasing Party intends to disclose any or all of the Confidential Information, the Releasing Party shall immediately provide Yellow with prompt written notice so that Yellow may seek an injunction, protective order or any other available remedy to prevent such disclosure; *provided, further*, that, if such remedy is not obtained, the Releasing Party shall furnish only such information as the Releasing Party is legally required to provide.

- **Entire Agreement**

  This Agreement contains the entire agreement between the Parties with regard to the matters set forth herein and supersedes all prior agreements or understandings between the Parties. This Agreement cannot be modified in any respect in the future except in a writing signed by the Parties.

- **Severability**

It is expressly understood to be the intent of the Parties that the terms and provisions of this Agreement are severable and if, at any time in the future, or for any reason, any term or provision in this Agreement is declared unenforceable, void, voidable, or otherwise invalid, the remaining terms and provisions shall remain valid and enforceable as written.

- **Counterparts**

This Agreement may be signed in counterparts by the Parties and shall be valid and binding on each Party as if fully executed all on one copy. Facsimile signatures shall be acceptable to bind the Parties hereto.

BEFORE SIGNING BELOW, THE UNDERSIGNED DECLARES THAT HE OR SHE IS COMPETENT TO EXECUTE THIS RELEASE AND SETTLEMENT AGREEMENT, THAT HE OR SHE HAS READ AND FULLY UNDERSTANDS IT, AND THAT HE OR SHE VOLUNTARILY EXECUTES IT WITH FULL KNOWLEDGE OF ITS CONTENTS AND MEANING FOR THE PURPOSE OF OBTAINING THE ABOVE-STATED PAYMENT.

Transport Repair Service

Signature: Rod Zimmerman

Printed Name: Rod Zimmerman

Title: Owner

Date: 4-24-24

Yellow Corp.

Signature: Theresa Coillot

Printed Name: Theresa Coillot

Title: Fleet Compliance

Date: 4-24-24

Exhibit A:

Cnt	UNIT	Inv #	Inv Date	Inv Amnt	Type	Year	VIN
1	RDWY4692				FKL	2001	559217A
2	RDWY525				YTR	2004	308666
3	RDWY65069	374799	12/27/2023	$ 95.00	CTR	2007	4V4M19GF67N406797
3	RDWY65069	370064	7/29/2023	$ 2,199.33	CTR	2007	4V4M19GF67N406797
3	RDWY65069	369735	7/21/2023	$ 136.00	CTR	2007	4V4M19GF67N406797
4	RDWY5383				FKL	2003	7FGCU20-81747
5	RDWY6992	369866	7/27/2023	$ 136.00	FKL	2007	8FGCU25-14173
5	RDWY6992	369634	7/19/2023	$ 1,016.48	FKL	2007	8FGCU25-14173
5	RDWY6992	369432	7/11/2023	$ 51.00	FKL	2007	8FGCU25-14173
5	RDWY6992	369290	7/7/2023	$ 68.00	FKL	2007	8FGCU25-14173
5	RDWY6992	369192	7/3/2023	$ 318.00	FKL	2007	8FGCU25-14173
5	RDWY6992	369055	6/27/2023	$ 68.00	FKL	2007	8FGCU25-14173
5	RDWY6992	368954	6/23/2023	$ 290.47	FKL	2007	8FGCU25-14173
6	RDWY79037	369836	7/24/2023	$ 960.27	CTR	2008	4V4MC9GF87N449676
6	RDWY79037	369737	7/21/2023	$ 38.97	CTR	2008	4V4MC9GF87N449676
6	RDWY79037	369619	7/19/2023	$ 102.00	CTR	2008	4V4MC9GF87N449676
6	RDWY79037	369392	7/10/2023	$ 321.81	CTR	2008	4V4MC9GF87N449676
6	RDWY79037	369300	7/7/2023	$ 136.00	CTR	2008	4V4MC9GF87N449676
6	RDWY79037	369326	7/7/2023	$ 56.85	CTR	2008	4V4MC9GF87N449676
6	RDWY79037	369241	7/5/2023	$ 106.07	CTR	2008	4V4MC9GF87N449676
6	RDWY79037	369061	7/27/2023	$ 90.98	CTR	2008	4V4MC9GF87N449676
6	RDWY79037	368898	7/22/2023	$ 287.87	CTR	2008	4V4MC9GF87N449676
7	RDWY79137	369610	7/19/2023	$ 652.42	CTR	2008	4V4MC9EG48N263517
7	RDWY79137	369455	7/12/2023	$ 666.28	CTR	2008	4V4MC9EG48N263517
7	RDWY79137	369409	7/10/2023	$ 1,290.37	CTR	2008	4V4MC9EG48N263517
7	RDWY79137	369610	7/19/2023	$ 652.42	CTR	2008	4V4MC9EG48N263517
8	RDWY79527	374847	2/10/2024	$ 95.00	CTR	2006	2HSCNAPR46C189978
9	RDWY79525	363700	1/14/2023	$ 85.00	CTR	2007	4V4MC9GF37N449391
9	RDWY79525	374848	2/10/2024	$ 95.00	CTR	2007	4V4MC9GF37N449391
10	RDWY79530	374845	2/10/2024	$ 235.00	CTR	2007	4V4MC9GFX7N451820
11	RDWY21665	374846	2/10/2024	$ 95.00	CTR	2001	1HSCAAHN91J007774
12	RDWY560435	374851	2/10/2024	$ 95.00	RTL	2008	1JJV532W08L111708
13	HMES534348				RTL	2005	1GRAA06235D409884
14	RDWY558846	374850	2/10/2024	$ 95.00	RTL	2007	1JJV532W17L043224
15	RDWY132717				RTL	2015	1DW1A2811FS620325
				$ 10,535.59			

***and any and all other invoices related to the units listed above**

Exhibit 3

The McCool's Roadside Services LLC Settlement Agreement

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Release and Settlement Agreement

This Release and Settlement Agreement ("Agreement") is made April 24, 2024 (the "Effective Date"), between McCool's Roadside Services LLC having its principal place of business at 303 S Walnut St, Westville, IL 61883 ("McCool's") and Yellow Corp, a Delaware corporation, having its principal place of business at 11500 Outlook Street, Suite 400, Overland Park, KS 66211 ("Yellow"), which may each individually be referred to as "Party" or together the "Parties".

WHEREAS, Releasing Party (defined below) allege Yellow owes unpaid storage fees; and

WHEREAS, Releasing Party and Yellow desire to settle the disputed claims.

NOW THEREFORE, in consideration of the mutual promises, covenants, undertakings, releases and agreements contained herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

1. Parties

1.1. The releasing parties to this Agreement include each of McCool's Roadside Services LLC, for itself, its parent corporation, their respective successors, heirs, assigns, agents, attorneys, representatives, insurers, any trustees or conservators appointed on its behalf, and all related business entities, their parent, subsidiary, affiliated and related companies, together with their respective past, present and future predecessors, successors, assigns, officers, directors, shareholders, agents, attorneys, employees, insurers, and their respective heirs and legal representatives (the "Releasing Party").

1.2. The party being released is Yellow, its subsidiaries, and their respective successors, heirs, assigns, agents, attorneys, representatives, insurers, any trustees or conservators appointed on its behalf, and all related business entities, their parent, subsidiary, affiliated and related companies, together with their respective past, present and future predecessors, successors, assigns, officers, directors, shareholders, agents, attorneys, employees, insurers, and their respective heirs and legal representatives.

2. Subject Matter of this Agreement

This Agreement is based upon claims made by Releasing Parties for damages allegedly arising out of unpaid repair and/or storage fees for Yellow's equipment currently held by McCool's Roadside Services LLC (hereinafter referred to as the "Occurrence"). Such Yellow equipment consists of 11 units, see exhibit A.

3. Release and Withdrawal of Claims

In consideration of the transaction set forth in Section 4 below, Releasing Parties hereby release and discharge any and all claims, actions and causes of action it has or may have against Yellow and its subsidiaries, respective affiliates, agents, servants, employees, successors or assigns, employees, arising from or out of the Occurrence even if not reasonably discoverable at the time of this Release and Settlement Agreement(including, but not limited to, the attached invoices. To the extent Releasing Party has filed a proof of claim in Yellow's chapter 11 cases (styled under Case No. 23-11069 (CTG) (Bankr. D. Del. 2023)) with respect to claims subject to this Agreement, Releasing Party agrees to formally withdraw its proof of claim from Yellow's claims register within five (5) business days.

4. Consideration

This Agreement is made for and in consideration of the following transaction. McCool's Roadside Services LLC shall release all claims against Yellow per Section 3. Yellow shall transfer ownership of the equipment (as described in Section 2 and in as-is condition) to ACCU Trailer. Yellow shall use its best efforts to transfer the titles (lien free) to such equipment to McCool's Roadside Services LLC within thirty (30) days of receiving payment from McCool's Roadside Services LLC, but in no instance longer than 60 days.

5. No Admission of Liability

Yellow and its subsidiaries, respective affiliates, agents, servants, employees, successors or assigns deny all liability and it is understood and agreed that this Agreement is a compromise of doubtful and disputed claims and that the payments made are not to be construed as an admission of liability on the part of the Yellow or as any admission as to the nature and extent of any damages allegedly sustained by Releasing Parties.

6. Liens and Subrogation Interest; Indemnity

Releasing Parties represents and warrants that there is no other person or entity who has any lien against or interest in the proceeds of this Agreement or who may claim through Releasing Parties in a derivative manner against Yellow for any cause arising from or related to the Occurrence, including without limitations, any customer, employer, insurer, attorney, lien holder, or other subrogated party. In any event, Releasing Parties agree to indemnify, defend, and hold harmless Yellow and its parent corporation, respective affiliates, agents, servants, employees, successors or assigns from any and liens against and interests in the proceeds of this settlement or derivative claims arising from or related to the Occurrence which any other person or entity might have, including but not limited to, any customer,

employer, insurer, attorney, lien holder, or other subrogated party. It is further understood and agreed that all claims, if any, for attorneys' liens are included herein.

7. Other Related Claims and/or Suits Indemnity

Releasing Parties agree to indemnify, defend, and hold harmless Yellow and its parent corporation, respective affiliates, agents, servants, employees, successors or assigns from any and all claims, demands, actions or causes of action that may hereafter be made or brought on behalf of Releasing Parties, through Releasing Parties, or the current or former title holders of the commodities in question and relating to or arising out of the Occurrence.

8. Binding Effect

This Agreement shall be binding on and inure to the benefit of the Parties hereto, their successors, heirs, assigns, agents, attorneys, representatives, insurers, any trustees or conservators appointed for or on behalf of the Parties hereto or their assets, and as to business entities, their parent, subsidiary, affiliated and related companies, together with their respective past, present and future predecessors, successors, assigns, officers, directors, shareholders, agents, attorneys, employees, insurers, and their respective heirs and legal representatives.

9. Enforcement

All remedies at law or in equity shall be available for the enforcement of this Agreement. This may be pled as a full bar to the enforcement of any claims arising from the Occurrence.

10. Captions

The captions used in this Agreement are for clarification and are meant to be an aid in interpreting it. To the extent they conflict with any substantive provisions of this Agreement, they are to be disregarded.

11. Advice of Counsel

Releasing Parties represent that no promises, inducements, or agreements not herein expressed have been made or offered and that this Agreement is not executed in reliance upon any statement or representation except as specifically set out herein. It is understood and agreed that the terms of this Agreement are contractual and not mere recitals.

12. Warranty of Capacity to Execute Agreement

Each person signing this Agreement warrants and represents that he or she has the authority to sign on behalf of himself or herself and of the person or entity he or she represents, and that this Agreement has been validly authorized and constitutes a legally binding and enforceable obligation.

13. Governing Law

This Agreement shall be construed and interpreted in accordance with the laws of the State of Kansas.

14. Confidentiality

Releasing Party agrees to hold in confidence and not disclose to any party the terms of this Agreement, including the existence thereof (the "Confidential Information"); *provided* that if any party seeks to compel the Releasing Party's disclosure of any or all of the Confidential Information, through judicial action or otherwise, or the Releasing Party intends to disclose any or all of the Confidential Information, the Releasing Party shall immediately provide Yellow with prompt written notice so that Yellow may seek an injunction, protective order or any other available remedy to prevent such disclosure; *provided, further*, that, if such remedy is not obtained, the Releasing Party shall furnish only such information as the Releasing Party is legally required to provide.

15. Entire Agreement

This Agreement contains the entire agreement between the Parties with regard to the matters set forth herein and supersedes all prior agreements or understandings between the Parties. This Agreement cannot be modified in any respect in the future except in a writing signed by the Parties.

16. Severability

It is expressly understood to be the intent of the Parties that the terms and provisions of this Agreement are severable and if, at any time in the future, or for any reason, any term or provision in this Agreement is declared unenforceable, void, voidable, or otherwise invalid, the remaining terms and provisions shall remain valid and enforceable as written.

17. Counterparts

This Agreement may be signed in counterparts by the Parties and shall be valid and binding on each Party as if fully executed all on one copy. Facsimile signatures shall be acceptable to bind the Parties hereto.

BEFORE SIGNING BELOW, THE UNDERSIGNED DECLARES THAT HE OR SHE IS COMPETENT TO EXECUTE THIS RELEASE AND SETTLEMENT AGREEMENT, THAT HE OR SHE HAS READ AND FULLY UNDERSTANDS IT, AND THAT HE OR SHE VOLUNTARILY EXECUTES IT WITH FULL KNOWLEDGE OF ITS CONTENTS AND MEANING FOR THE PURPOSE OF OBTAINING THE ABOVE-STATED PAYMENT.

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McCool's Roadside Services LLC

Signature:

Printed Name:

Title:

Date:

Brody mccool
CEO
4-26-24

Yellow Corp.

Signature: Theresa Caillot

Printed Name: Theresa Caillot

Title: Fleet Compliance

Date: 4/25/24

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Exhibit A:

Cnt	Vendor	LSE/ OWN	UNIT	TYPE	YEAR	MAKE	VIN
1	McCool's Roadside Services LLC	OWN	HMES17017	RTR	2017	FRGHT	1FUGGEDVXHLHS3776
2	McCool's Roadside Services LLC	OWN	HMES25297	CTR	2005	INTL	2HSCNAPR05C046377
3	McCool's Roadside Services LLC	OWN	HMES25570	CTR	2005	INTL	2HSCNAPRX5C178921
4	McCool's Roadside Services LLC	OWN	HMES26217	CTR	2006	INTL	2HSCNAPR86C190096
5	McCool's Roadside Services LLC	OWN	HMES535084	RTL	2005	GRTDN	1GRAA06235D414714
6	McCool's Roadside Services LLC	OWN	HMES15261	RTR	2015	FRGHT	3AKGGEDV2FSGK3558
7	McCool's Roadside Services LLC	OWN	HMES15153	RTR	2015	FRGHT	3AKGGEDV4FSGK3450
8	McCool's Roadside Services LLC	OWN	HMES26144	CTR	2006	INTL	2HSCNAPR36C190023
9	McCool's Roadside Services LLC	OWN	HMES393047	CTL	2003	GRTDN	1GRAA80233K247867
10	McCool's Roadside Services LLC	OWN	HMES515279	RTL	2015	STGHT	1DW1A5328FB577779
11	McCool's Roadside Services LLC	OWN	HMES28241	CTR	2009	VOLVO	4V4MC9EG69N263620

Exhibit 4

The Davidson Protruck Inc. Settlement Agreement

Release and Settlement Agreement

This Release and Settlement Agreement ("Agreement") is made April 1, 2024 (the "Effective Date"), between Davidson Protruck Inc. having its principal place of business at 409 Beards Lane, Woodstock, Ontario N4S 7W3, Canada ("Davidson Protruck") and Yellow Corp, a Delaware corporation, having its principal place of business at 11500 Outlook Street, Suite 400, Overland Park, KS 66211 ("Yellow"), which may each individually be referred to as "Party" or together the "Parties".

WHEREAS, Releasing Party (defined below) allege Yellow owes unpaid towing, repair and/or storage fees; and

WHEREAS, Releasing Party and Yellow desire to settle the disputed claims.

NOW THEREFORE, in consideration of the mutual promises, covenants, undertakings, releases and agreements contained herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

1. Parties

1.1. The releasing parties to this Agreement include each of Davidson Protruck for itself, its parent corporation, their respective successors, heirs, assigns, agents, attorneys, representatives, insurers, any trustees or conservators appointed on its behalf, and all related business entities, their parent, subsidiary, affiliated and related companies, together with their respective past, present and future predecessors, successors, assigns, officers, directors, shareholders, agents, attorneys, employees, insurers, and their respective heirs and legal representatives (the "Releasing Party").

1.2. The party being released is Yellow Corp., its subsidiaries, and their respective successors, heirs, assigns, agents, attorneys, representatives, insurers, any trustees or conservators appointed on its behalf, and all related business entities, their parent, subsidiary, affiliated and related companies, together with their respective past, present and future predecessors, successors, assigns, officers, directors, shareholders, agents, attorneys, employees, insurers, and their respective heirs and legal representatives.

2. Subject Matter of this Agreement

This Agreement is based upon claims made by Releasing Parties for damages allegedly arising out of unpaid towing, repair and/or storage fees for Yellow's equipment currently held by Davidson Protruck (hereinafter referred to as the "Occurrence"). Such Yellow equipment consists of eight (8) semi tractor units with vin #: see exhibit A.

3. Release and Withdrawal of Claims

In consideration of the transaction set forth in Section 4 below, Releasing Parties hereby release and discharge any and all claims, actions and causes of action it has or may have against Yellow and its subsidiaries, respective affiliates, agents, servants, employees, successors or assigns, employees, arising from or out of the Occurrence even if not reasonably discoverable at the time of this Release and Settlement Agreement(including, but not limited to, the attached invoices: T 17316). To the extent Releasing Party has filed a proof of claim in Yellow's chapter 11 cases (styled under Case No. 23-11069 (CTG) (Bankr. D. Del. 2023)) with respect to claims subject to this Agreement, Releasing Party agrees to formally withdraw its proof of claim from Yellow's claims register within five (5) business days of remitting the Agreed Payment Amount (as defined below) from Yellow.

4. Consideration

This Agreement is made for and in consideration of the following transaction. Yellow shall transfer ownership of the semi tractor units in Davidson Protruck custody (see Exhibit A). Yellow shall transfer the title, lien free, to such units to Davidson Protruck within thirty (30) days of Davidson Protruck filing a Withdrawal Claim Form.

5. No Admission of Liability

Yellow and its subsidiaries, respective affiliates, agents, servants, employees, successors or assigns deny all liability and it is understood and agreed that this Agreement is a compromise of doubtful and disputed claims and that the payments made are not to be construed as an admission of liability on the part of the Yellow or as any admission as to the nature and extent of any damages allegedly sustained by Releasing Parties.

6. Liens and Subrogation Interest; Indemnity

Releasing Parties represents and warrants that there is no other person or entity who has any lien against or interest in the proceeds of this Agreement or who may claim through Releasing Parties in a derivative manner against Yellow for any cause arising from or related to the Occurrence, including without limitations, any customer, employer, insurer, attorney, lien holder, or other subrogated party. In any event, Releasing Parties agree to indemnify, defend, and hold harmless Yellow and its parent corporation, respective affiliates, agents, servants, employees, successors or assigns from any and liens against and interests in the proceeds of this settlement or derivative claims arising from or related to the Occurrence which any other person or entity might have, including but not limited to, any customer,

employer, insurer, attorney, lien holder, or other subrogated party. It is further understood and agreed that all claims, if any, for attorneys' liens are included herein.

7. **Other Related Claims and/or Suits Indemnity**

Releasing Parties agree to indemnify, defend, and hold harmless Yellow and its parent corporation, respective affiliates, agents, servants, employees, successors or assigns from any and all claims, demands, actions or causes of action that may hereafter be made or brought on behalf of Releasing Parties, through Releasing Parties, or the current or former title holders of the commodities in question and relating to or arising out of the Occurrence.

8. **Binding Effect**

This Agreement shall be binding on and inure to the benefit of the Parties hereto, their successors, heirs, assigns, agents, attorneys, representatives, insurers, any trustees or conservators appointed for or on behalf of the Parties hereto or their assets, and as to business entities, their parent, subsidiary, affiliated and related companies, together with their respective past, present and future predecessors, successors, assigns, officers, directors, shareholders, agents, attorneys, employees, insurers, and their respective heirs and legal representatives.

9. **Enforcement**

All remedies at law or in equity shall be available for the enforcement of this Agreement. This may be pled as a full bar to the enforcement of any claims arising from the Occurrence.

10. **Captions**

The captions used in this Agreement are for clarification and are meant to be an aid in interpreting it. To the extent they conflict with any substantive provisions of this Agreement, they are to be disregarded.

11. **Advice of Counsel**

Releasing Parties represent that no promises, inducements, or agreements not herein expressed have been made or offered and that this Agreement is not executed in reliance upon any statement or representation except as specifically set out herein. It is understood and agreed that the terms of this Agreement are contractual and not mere recitals.

12. **Warranty of Capacity to Execute Agreement**

Each person signing this Agreement warrants and represents that he or she has the authority to sign on behalf of himself or herself and of the person or entity he or she represents, and that this Agreement has been validly authorized and constitutes a legally binding and enforceable obligation.

13. **Governing Law**

This Agreement shall be construed and interpreted in accordance with the laws of the State of Kansas.

14. **Confidentiality**

Releasing Party agrees to hold in confidence and not disclose to any party the terms of this Agreement, including the existence thereof (the "Confidential Information"); *provided* that if any party seeks to compel the Releasing Party's disclosure of any or all of the Confidential Information, through judicial action or otherwise, or the Releasing Party intends to disclose any or all of the Confidential Information, the Releasing Party shall immediately provide Yellow with prompt written notice so that Yellow may seek an injunction, protective order or any other available remedy to prevent such disclosure; *provided, further*, that, if such remedy is not obtained, the Releasing Party shall furnish only such information as the Releasing Party is legally required to provide.

15. **Entire Agreement**

This Agreement contains the entire agreement between the Parties with regard to the matters set forth herein and supersedes all prior agreements or understandings between the Parties. This Agreement cannot be modified in any respect in the future except in a writing signed by the Parties.

16. **Severability**

It is expressly understood to be the intent of the Parties that the terms and provisions of this Agreement are severable and if, at any time in the future, or for any reason, any term or provision in this Agreement is declared unenforceable, void, voidable, or otherwise invalid, the remaining terms and provisions shall remain valid and enforceable as written.

17. **Counterparts**

This Agreement may be signed in counterparts by the Parties and shall be valid and binding on each Party as if fully executed all on one copy. Facsimile signatures shall be acceptable to bind the Parties hereto.

BEFORE SIGNING BELOW, THE UNDERSIGNED DECLARES THAT HE OR SHE IS COMPETENT TO EXECUTE THIS RELEASE AND SETTLEMENT AGREEMENT, THAT HE OR SHE HAS READ AND FULLY UNDERSTANDS IT, AND THAT HE OR SHE VOLUNTARILY EXECUTES IT WITH FULL KNOWLEDGE OF ITS CONTENTS AND MEANING FOR THE PURPOSE OF OBTAINING THE ABOVE-STATED PAYMENT.

[Signatures to follow on next page]

Davidson Protruck Inc.

Signature: _____

Printed Name: Matthew Davidson

Title: President

Date: 04/17/2024

Yellow Corp.

Signature: _____

Printed Name: JAMES S. UPTON

Title: SR. FINANCIAL ANALYST

Date: 4/12/24

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Exhibit A:

Count	UNIT	YEAR	MAKE	VIN
1	REIM67203	2016	VOLVO	4V4M19EGXGN962767
2	REIM66100	2016	MACK	1M1AW32X3GM008725
3	REIM67247	2016	VOLVO	4V4M19EGXGN962834
4	REIM66105	2016	VOLVO	4V4M19EG1GN944822
5	REIM66101	2016	MACK	1M1AW32XXGM008723
6	REIM66107	2016	VOLVO	4V4M19EG9GN944812
7	REIM67246	2016	VOLVO	4V4M19EG3GN962786
8	REIM65115	2007	VOLVO	4V4M19GF47N451589

Exhibit 5

The Spartan On-Site Fleet Maintenance, Inc. Settlement Agreement

Release and Settlement Agreement

This Release and Settlement Agreement ("Agreement") is made April 23, 2024 (the "Effective Date"), between Spartan On-Site Fleet Maintenance, Inc. having its principal place of business at 1619 N Plaza Dr, Visalia, CA 93291 ("Spartan On-Site") and Yellow Corp, a Delaware corporation, having its principal place of business at 11500 Outlook Street, Suite 400, Overland Park, KS 66211 ("Yellow"), which may each individually be referred to as "Party" or together the "Parties".

WHEREAS, Releasing Party (defined below) allege Yellow owes unpaid repair and/or storage fees; and

WHEREAS, Releasing Party and Yellow desire to settle the disputed claims.

NOW THEREFORE, in consideration of the mutual promises, covenants, undertakings, releases and agreements contained herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

1. Parties

1.1. The releasing parties to this Agreement include each of Spartan On-Site Fleet Maintenance, Inc, for itself, its parent corporation, their respective successors, heirs, assigns, agents, attorneys, representatives, insurers, any trustees or conservators appointed on its behalf, and all related business entities, their parent, subsidiary, affiliated and related companies, together with their respective past, present and future predecessors, successors, assigns, officers, directors, shareholders, agents, attorneys, employees, insurers, and their respective heirs and legal representatives (the "Releasing Party").

1.2. The party being released is Yellow, its subsidiaries, and their respective successors, heirs, assigns, agents, attorneys, representatives, insurers, any trustees or conservators appointed on its behalf, and all related business entities, their parent, subsidiary, affiliated and related companies, together with their respective past, present and future predecessors, successors, assigns, officers, directors, shareholders, agents, attorneys, employees, insurers, and their respective heirs and legal representatives.

2. Subject Matter of this Agreement

This Agreement is based upon claims made by Releasing Parties for damages allegedly arising out of unpaid repair and/or storage fees for Yellow's equipment currently held by Spartan On-Site Fleet Maintenance, Inc (hereinafter referred to as the "Occurrence"). Such Yellow equipment consists of two (2) semi-tractors with the following VINs: 4V4M19EG5HN962905, 3HSDGAPN7GN214609.

3. Release and Withdrawal of Claims

In consideration of the transaction set forth in Section 4 below, Releasing Parties hereby release and discharge any and all claims, actions and causes of action it has or may have against Yellow and its subsidiaries, respective affiliates, agents, servants, employees, successors or assigns, employees, arising from or out of the Occurrence even if not reasonably discoverable at the time of this Release and Settlement Agreement(including, but not limited to, the attached invoices. To the extent Releasing Party has filed a proof of claim in Yellow's chapter 11 cases (styled under Case No. 23-11069 (CTG) (Bankr. D. Del. 2023)) with respect to claims subject to this Agreement, Releasing Party agrees to formally withdraw its proof of claim from Yellow's claims register within five (5) business days of remitting the Agreed Payment Amount (as defined below) from Yellow.

4. Consideration

This Agreement is made for and in consideration of the following transaction. Spartan On-Site Fleet Maintenance, Inc shall release all claims against Yellow per Section 3. Yellow shall transfer ownership of the equipment (as described in Section 2 and in as-is condition) to Spartan On-Site Fleet Maintenance, Inc. Yellow shall use its best efforts to transfer the titles (lien free) to such equipment to Spartan On-Site Fleet Maintenance, Inc within thirty (30) days of agreement execution date, but in no instance longer than 60 days.

5. No Admission of Liability

Yellow and its subsidiaries, respective affiliates, agents, servants, employees, successors or assigns deny all liability and it is understood and agreed that this Agreement is a compromise of doubtful and disputed claims and that the payments made are not to be construed as an admission of liability on the part of the Yellow or as any admission as to the nature and extent of any damages allegedly sustained by Releasing Parties.

6. Liens and Subrogation Interest; Indemnity

Releasing Parties represents and warrants that there is no other person or entity who has any lien against or interest in the proceeds of this Agreement or who may claim through Releasing Parties in a derivative manner against Yellow for any cause arising from or related to the Occurrence, including without limitations, any customer, employer, insurer, attorney, lien holder, or other subrogated party. In any event, Releasing Parties agree to indemnify, defend, and hold harmless Yellow and its parent corporation, respective affiliates, agents, servants, employees, successors or assigns from any and liens against and interests in the proceeds of this settlement or derivative claims arising from or related to the Occurrence which any other person or entity might have, including but not limited to, any customer,

employer, insurer, attorney, lien holder, or other subrogated party. It is further understood and agreed that all claims, if any, for attorneys' liens are included herein.

7. Other Related Claims and/or Suits Indemnity

Releasing Parties agree to indemnify, defend, and hold harmless Yellow and its parent corporation, respective affiliates, agents, servants, employees, successors or assigns from any and all claims, demands, actions or causes of action that may hereafter be made or brought on behalf of Releasing Parties, through Releasing Parties, or the current or former title holders of the commodities in question and relating to or arising out of the Occurrence.

8. Binding Effect

This Agreement shall be binding on and inure to the benefit of the Parties hereto, their successors, heirs, assigns, agents, attorneys, representatives, insurers, any trustees or conservators appointed for or on behalf of the Parties hereto or their assets, and as to business entities, their parent, subsidiary, affiliated and related companies, together with their respective past, present and future predecessors, successors, assigns, officers, directors, shareholders, agents, attorneys, employees, insurers, and their respective heirs and legal representatives.

9. Enforcement

All remedies at law or in equity shall be available for the enforcement of this Agreement. This may be pled as a full bar to the enforcement of any claims arising from the Occurrence.

10. Captions

The captions used in this Agreement are for clarification and are meant to be an aid in interpreting it. To the extent they conflict with any substantive provisions of this Agreement, they are to be disregarded.

11. Advice of Counsel

Releasing Parties represent that no promises, inducements, or agreements not herein expressed have been made or offered and that this Agreement is not executed in reliance upon any statement or representation except as specifically set out herein. It is understood and agreed that the terms of this Agreement are contractual and not mere recitals.

12. Warranty of Capacity to Execute Agreement

Each person signing this Agreement warrants and represents that he or she has the authority to sign on behalf of himself or herself and of the person or entity he or she represents, and that this Agreement has been validly authorized and constitutes a legally binding and enforceable obligation.

13. Governing Law

This Agreement shall be construed and interpreted in accordance with the laws of the State of Kansas.

14. Confidentiality

Releasing Party agrees to hold in confidence and not disclose to any party the terms of this Agreement, including the existence thereof (the "Confidential Information"); *provided* that if any party seeks to compel the Releasing Party's disclosure of any or all of the Confidential Information, through judicial action or otherwise, or the Releasing Party intends to disclose any or all of the Confidential Information, the Releasing Party shall immediately provide Yellow with prompt written notice so that Yellow may seek an injunction, protective order or any other available remedy to prevent such disclosure; *provided, further*, that, if such remedy is not obtained, the Releasing Party shall furnish only such information as the Releasing Party is legally required to provide.

15. Entire Agreement

This Agreement contains the entire agreement between the Parties with regard to the matters set forth herein and supersedes all prior agreements or understandings between the Parties. This Agreement cannot be modified in any respect in the future except in a writing signed by the Parties.

16. Severability

It is expressly understood to be the intent of the Parties that the terms and provisions of this Agreement are severable and if, at any time in the future, or for any reason, any term or provision in this Agreement is declared unenforceable, void, voidable, or otherwise invalid, the remaining terms and provisions shall remain valid and enforceable as written.

17. Counterparts

This Agreement may be signed in counterparts by the Parties and shall be valid and binding on each Party as if fully executed all on one copy. Facsimile signatures shall be acceptable to bind the Parties hereto.

BEFORE SIGNING BELOW, THE UNDERSIGNED DECLARES THAT HE OR SHE IS COMPETENT TO EXECUTE THIS RELEASE AND SETTLEMENT AGREEMENT, THAT HE OR SHE HAS READ AND FULLY UNDERSTANDS IT, AND THAT HE OR SHE VOLUNTARILY EXECUTES IT WITH FULL KNOWLEDGE OF ITS CONTENTS AND MEANING FOR THE PURPOSE OF OBTAINING THE ABOVE-STATED PAYMENT.

Spartan On-Site Fleet Maintenance, Inc

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Yellow Corp.

Signature: Theresa Coillot

Printed Name: Theresa Coillot

Title: Fleet Compliance

Date: 4/29/24

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Exhibit A:

Exhibit 6

The Gary's Garage & Transport LLC Settlement Agreement

Release and Settlement Agreement

This Release and Settlement Agreement ("Agreement") is made April 23, 2024 (the "Effective Date"), between Gary's Garage & Transport LLC having its principal place of business at 8A Apollo Drive, Albany, NY 12205 ("Gary's Garage") and Yellow Corp, a Delaware corporation, having its principal place of business at 11500 Outlook Street, Suite 400, Overland Park, KS 66211 ("Yellow"), which may each individually be referred to as "Party" or together the "Parties".

WHEREAS, Releasing Party (defined below) allege Yellow owes unpaid repair and/or storage fees; and

WHEREAS, Releasing Party and Yellow desire to settle the disputed claims.

NOW THEREFORE, in consideration of the mutual promises, covenants, undertakings, releases and agreements contained herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

1. Parties

1.1. The releasing parties to this Agreement include each of Gary's Garage & Transport LLC, for itself, its parent corporation, their respective successors, heirs, assigns, agents, attorneys, representatives, insurers, any trustees or conservators appointed on its behalf, and all related business entities, their parent, subsidiary, affiliated and related companies, together with their respective past, present and future predecessors, successors, assigns, officers, directors, shareholders, agents, attorneys, employees, insurers, and their respective heirs and legal representatives (the "Releasing Party").

1.2. The party being released is Yellow, its subsidiaries, and their respective successors, heirs, assigns, agents, attorneys, representatives, insurers, any trustees or conservators appointed on its behalf, and all related business entities, their parent, subsidiary, affiliated and related companies, together with their respective past, present and future predecessors, successors, assigns, officers, directors, shareholders, agents, attorneys, employees, insurers, and their respective heirs and legal representatives.

2. Subject Matter of this Agreement

This Agreement is based upon claims made by Releasing Parties for damages allegedly arising out of unpaid repair and/or storage fees for Yellow's equipment currently held by Gary's Garage & Transport LLC (hereinafter referred to as the "Occurrence"). Such Yellow equipment consists of four (4) semi-trailers with the following VINs: 1GRAA96277D424122, 3H3V532C5GT673009, 1JJV281W66L965350, 1GRAP06239T553686.

3. Release and Withdrawal of Claims

In consideration of the transaction set forth in Section 4 below, Releasing Parties hereby release and discharge any and all claims, actions and causes of action it has or may have against Yellow and its subsidiaries, respective affiliates, agents, servants, employees, successors or assigns, employees, arising from or out of the Occurrence even if not reasonably discoverable at the time of this Release and Settlement Agreement(including, but not limited to, the attached invoices. To the extent Releasing Party has filed a proof of claim in Yellow's chapter 11 cases (styled under Case No. 23-11069 (CTG) (Bankr. D. Del. 2023)) with respect to claims subject to this Agreement, Releasing Party agrees to formally withdraw its proof of claim from Yellow's claims register within five (5) business days of remitting the Agreed Payment Amount (as defined below) from Yellow.

4. Consideration

This Agreement is made for and in consideration of the following transaction. Gary's Garage & Transport LLC shall release all claims against Yellow per Section 3. Yellow shall transfer ownership of the equipment (as described in Section 2 and in as-is condition) to Gary's Garage & Transport LLC. Yellow shall use its best efforts to transfer the titles (lien free) to such equipment to Gary's Garage & Transport LLC within thirty (30) days of agreement execution date, but in no instance longer than 60 days.

5. No Admission of Liability

Yellow and its subsidiaries, respective affiliates, agents, servants, employees, successors or assigns deny all liability and it is understood and agreed that this Agreement is a compromise of doubtful and disputed claims and that the payments made are not to be construed as an admission of liability on the part of the Yellow or as any admission as to the nature and extent of any damages allegedly sustained by Releasing Parties.

6. Liens and Subrogation Interest; Indemnity

Releasing Parties represents and warrants that there is no other person or entity who has any lien against or interest in the proceeds of this Agreement or who may claim through Releasing Parties in a derivative manner against Yellow for any cause arising from or related to the Occurrence, including without limitations, any customer, employer, insurer, attorney, lien holder, or other subrogated party. In any event, Releasing Parties agree to indemnify, defend, and hold harmless Yellow and its parent corporation, respective affiliates, agents, servants, employees, successors or assigns from any and liens against and interests in the proceeds of this settlement or derivative claims

arising from or related to the Occurrence which any other person or entity might have, including but not limited to, any customer, employer, insurer, attorney, lien holder, or other subrogated party. It is further understood and agreed that all claims, if any, for attorneys' liens are included herein.

7. **Other Related Claims and/or Suits Indemnity**

Releasing Parties agree to indemnify, defend, and hold harmless Yellow and its parent corporation, respective affiliates, agents, servants, employees, successors or assigns from any and all claims, demands, actions or causes of action that may hereafter be made or brought on behalf of Releasing Parties, through Releasing Parties, or the current or former title holders of the commodities in question and relating to or arising out of the Occurrence.

8. **Binding Effect**

This Agreement shall be binding on and inure to the benefit of the Parties hereto, their successors, heirs, assigns, agents, attorneys, representatives, insurers, any trustees or conservators appointed for or on behalf of the Parties hereto or their assets, and as to business entities, their parent, subsidiary, affiliated and related companies, together with their respective past, present and future predecessors, successors, assigns, officers, directors, shareholders, agents, attorneys, employees, insurers, and their respective heirs and legal representatives.

9. **Enforcement**

All remedies at law or in equity shall be available for the enforcement of this Agreement. This may be pled as a full bar to the enforcement of any claims arising from the Occurrence.

10. **Captions**

The captions used in this Agreement are for clarification and are meant to be an aid in interpreting it. To the extent they conflict with any substantive provisions of this Agreement, they are to be disregarded.

11. **Advice of Counsel**

Releasing Parties represent that no promises, inducements, or agreements not herein expressed have been made or offered and that this Agreement is not executed in reliance upon any statement or representation except as specifically set out herein. It is understood and agreed that the terms of this Agreement are contractual and not mere recitals.

12. **Warranty of Capacity to Execute Agreement**

Each person signing this Agreement warrants and represents that he or she has the authority to sign on behalf of himself or herself and of the person or entity he or she represents, and that this Agreement has been validly authorized and constitutes a legally binding and enforceable obligation.

13. **Governing Law**

This Agreement shall be construed and interpreted in accordance with the laws of the State of Kansas.

14. **Confidentiality**

Releasing Party agrees to hold in confidence and not disclose to any party the terms of this Agreement, including the existence thereof (the "Confidential Information"); *provided* that if any party seeks to compel the Releasing Party's disclosure of any or all of the Confidential Information, through judicial action or otherwise, or the Releasing Party intends to disclose any or all of the Confidential Information, the Releasing Party shall immediately provide Yellow with prompt written notice so that Yellow may seek an injunction, protective order or any other available remedy to prevent such disclosure; *provided, further*, that, if such remedy is not obtained, the Releasing Party shall furnish only such information as the Releasing Party is legally required to provide.

15. **Entire Agreement**

This Agreement contains the entire agreement between the Parties with regard to the matters set forth herein and supersedes all prior agreements or understandings between the Parties. This Agreement cannot be modified in any respect in the future except in a writing signed by the Parties.

16. **Severability**

It is expressly understood to be the intent of the Parties that the terms and provisions of this Agreement are severable and if, at any time in the future, or for any reason, any term or provision in this Agreement is declared unenforceable, void, voidable, or otherwise invalid, the remaining terms and provisions shall remain valid and enforceable as written.

17. **Counterparts**

This Agreement may be signed in counterparts by the Parties and shall be valid and binding on each Party as if fully executed all on one copy. Facsimile signatures shall be acceptable to bind the Parties hereto.

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BEFORE SIGNING BELOW, THE UNDERSIGNED DECLARES THAT HE OR SHE IS COMPETENT TO EXECUTE THIS RELEASE AND SETTLEMENT AGREEMENT, THAT HE OR SHE HAS READ AND FULLY UNDERSTANDS IT, AND THAT HE OR SHE VOLUNTARILY EXECUTES IT WITH FULL KNOWLEDGE OF ITS CONTENTS AND MEANING FOR THE PURPOSE OF OBTAINING THE ABOVE-STATED PAYMENT.

Gary's Garage & Transport LLC

Signature: _____

Printed Name: MICK HERZWITZ

Title: PRESIDENT

Date: 5/9/24

Yellow Corp.

Signature: Theresa Coillot

Printed Name: Theresa Coillot

Title: Fleet Compliance

Date: 4/30/24

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Exhibit A:

Count	UNIT	Invoice #	Invoice Amount	TYPE	YEAR	MAKE	VIN
1	HMES507031	176138	12150	RTL	2007	GRTDN	1GRAA96277D424122
2	NPME516309	176138	12150	RTL	2016	HYUND	3H3V532C5GT673009
3	RDWY261143	176138	12150	RTL	2006	WABSH	1JJV281W66L965350
4	RDWY390169	176138	12150	RTL	2009	GRTDN	1GRAP06239T553686

Exhibit 7

The Temple Towing Inc. Settlement Agreement

Release and Settlement Agreement

This Release and Settlement Agreement ("Agreement") is made May 7, 2024 (the "Effective Date"), between Temple Towing Inc having its principal place of business at 3815 SHALLOW FORD WEST ROAS, TEMPLE, TX 76502 ("Temple Towing") and Yellow Corp, a Delaware corporation, having its principal place of business at 11500 Outlook Street, Suite 400, Overland Park, KS 66211 ("Yellow"), which may each individually be referred to as "Party" or together the "Parties".

WHEREAS, Releasing Party (defined below) allege Yellow owes unpaid towing, repair and/or storage fees; and

WHEREAS, Releasing Party and Yellow desire to settle the disputed claims.

NOW THEREFORE, in consideration of the mutual promises, covenants, undertakings, releases and agreements contained herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

1. Parties

1.1. The releasing parties to this Agreement include each of Temple Towing, for itself, its parent corporation, their respective successors, heirs, assigns, agents, attorneys, representatives, insurers, any trustees or conservators appointed on its behalf, and all related business entities, their parent, subsidiary, affiliated and related companies, together with their respective past, present and future predecessors, successors, assigns, officers, directors, shareholders, agents, attorneys, employees, insurers, and their respective heirs and legal representatives (the "Releasing Party").

1.2. The party being released is Yellow, its subsidiaries, and their respective successors, heirs, assigns, agents, attorneys, representatives, insurers, any trustees or conservators appointed on its behalf, and all related business entities, their parent, subsidiary, affiliated and related companies, together with their respective past, present and future predecessors, successors, assigns, officers, directors, shareholders, agents, attorneys, employees, insurers, and their respective heirs and legal representatives.

2. Subject Matter of this Agreement

This Agreement is based upon claims made by Releasing Parties for damages allegedly arising out of unpaid towing, repair and/or storage fees for Yellow's equipment currently held by Temple Towing (hereinafter referred to as the "Occurrence"). Such Yellow equipment consists of two (2) semi-trailers and one (1) dolly with the following VINs: 5V8VC2816PM309512, 1JJD061X7NL305377, 1DW1A2811HB719620.

3. Release and Withdrawal of Claims

In consideration of the transaction set forth in Section 4 below, Releasing Parties hereby release and discharge any and all claims, actions and causes of action it has or may have against Yellow and its subsidiaries, respective affiliates, agents, servants, employees, successors or assigns, employees, arising from or out of the Occurrence even if not reasonably discoverable at the time of this Release and Settlement Agreement(including, but not limited to, the attached invoices. To the extent Releasing Party has filed a proof of claim in Yellow's chapter 11 cases (styled under Case No. 23-11069 (CTG) (Bankr. D. Del. 2023)) with respect to claims subject to this Agreement, Releasing Party agrees to formally withdraw its proof of claim from Yellow's claims register within five (5) business days from receiving titles.

4. Consideration

This Agreement is made for and in consideration of the following transaction. Temple Towing shall release all claims against Yellow per Section 3. Yellow shall transfer ownership of the equipment (as described in Section 2 and in as-is condition) to Temple Towing Yellow shall use its best efforts to transfer the titles (lien free) to such equipment to Temple Towing within thirty (30) days of agreement execution date, but in no instance longer than 60 days.

5. No Admission of Liability

Yellow and its subsidiaries, respective affiliates, agents, servants, employees, successors or assigns deny all liability and it is understood and agreed that this Agreement is a compromise of doubtful and disputed claims and that the payments made are not to be construed as an admission of liability on the part of the Yellow or as any admission as to the nature and extent of any damages allegedly sustained by Releasing Parties.

6. Liens and Subrogation Interest; Indemnity

Releasing Parties represents and warrants that there is no other person or entity who has any lien against or interest in the proceeds of this Agreement or who may claim through Releasing Parties in a derivative manner against Yellow for any cause arising from or related to the Occurrence, including without limitations, any customer, employer, insurer, attorney, lien holder, or other subrogated party. In any event, Releasing Parties agree to indemnify, defend, and hold harmless Yellow and its parent corporation, respective affiliates, agents, servants, employees, successors or assigns from any and liens against and interests in the proceeds of this settlement or derivative claims arising from or related to the Occurrence which any other person or entity might have, including but not limited to, any customer,

employer, insurer, attorney, lien holder, or other subrogated party. It is further understood and agreed that all claims, if any, for attorneys' liens are included herein.

7. **Other Related Claims and/or Suits Indemnity**

Releasing Parties agree to indemnify, defend, and hold harmless Yellow and its parent corporation, respective affiliates, agents, servants, employees, successors or assigns from any and all claims, demands, actions or causes of action that may hereafter be made or brought on behalf of Releasing Parties, through Releasing Parties, or the current or former title holders of the commodities in question and relating to or arising out of the Occurrence.

8. **Binding Effect**

This Agreement shall be binding on and inure to the benefit of the Parties hereto, their successors, heirs, assigns, agents, attorneys, representatives, insurers, any trustees or conservators appointed for or on behalf of the Parties hereto or their assets, and as to business entities, their parent, subsidiary, affiliated and related companies, together with their respective past, present and future predecessors, successors, assigns, officers, directors, shareholders, agents, attorneys, employees, insurers, and their respective heirs and legal representatives.

9. **Enforcement**

All remedies at law or in equity shall be available for the enforcement of this Agreement. This may be pled as a full bar to the enforcement of any claims arising from the Occurrence.

10. **Captions**

The captions used in this Agreement are for clarification and are meant to be an aid in interpreting it. To the extent they conflict with any substantive provisions of this Agreement, they are to be disregarded.

11. **Advice of Counsel**

Releasing Parties represent that no promises, inducements, or agreements not herein expressed have been made or offered and that this Agreement is not executed in reliance upon any statement or representation except as specifically set out herein. It is understood and agreed that the terms of this Agreement are contractual and not mere recitals.

12. **Warranty of Capacity to Execute Agreement**

Each person signing this Agreement warrants and represents that he or she has the authority to sign on behalf of himself or herself and of the person or entity he or she represents, and that this Agreement has been validly authorized and constitutes a legally binding and enforceable obligation.

13. **Governing Law**

This Agreement shall be construed and interpreted in accordance with the laws of the State of Kansas.

14. **Confidentiality**

Releasing Party agrees to hold in confidence and not disclose to any party the terms of this Agreement, including the existence thereof (the "Confidential Information"); *provided* that if any party seeks to compel the Releasing Party's disclosure of any or all of the Confidential Information, through judicial action or otherwise, or the Releasing Party intends to disclose any or all of the Confidential Information, the Releasing Party shall immediately provide Yellow with prompt written notice so that Yellow may seek an injunction, protective order or any other available remedy to prevent such disclosure; *provided, further*, that, if such remedy is not obtained, the Releasing Party shall furnish only such information as the Releasing Party is legally required to provide.

15. **Entire Agreement**

This Agreement contains the entire agreement between the Parties with regard to the matters set forth herein and supersedes all prior agreements or understandings between the Parties. This Agreement cannot be modified in any respect in the future except in a writing signed by the Parties.

16. **Severability**

It is expressly understood to be the intent of the Parties that the terms and provisions of this Agreement are severable and if, at any time in the future, or for any reason, any term or provision in this Agreement is declared unenforceable, void, voidable, or otherwise invalid, the remaining terms and provisions shall remain valid and enforceable as written.

17. **Counterparts**

This Agreement may be signed in counterparts by the Parties and shall be valid and binding on each Party as if fully executed all on one copy. Facsimile signatures shall be acceptable to bind the Parties hereto.

BEFORE SIGNING BELOW, THE UNDERSIGNED DECLARES THAT HE OR SHE IS COMPETENT TO EXECUTE THIS RELEASE AND SETTLEMENT AGREEMENT, THAT HE OR SHE HAS READ AND FULLY UNDERSTANDS IT, AND THAT HE OR SHE VOLUNTARILY EXECUTES IT WITH FULL KNOWLEDGE OF ITS CONTENTS AND MEANING FOR THE PURPOSE OF OBTAINING THE ABOVE-STATED PAYMENT.

96

Temple Towing

Signature: Bruce L. Winkler

Printed Name: Bruce L. Winkler

Title: President

Date: 5/10/24

Yellow Corp.

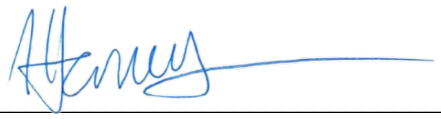
Signature: Theresa Caillet

Printed Name: Theresa Caillet

Title: Fleet Compliance

Date: 5/8/24

THIS IS EXHIBIT "C"
TO THE AFFIDAVIT OF MATTHEW A. DOHENY
SWORN BEFORE ME OVER VIDEOCONFERENCE
THIS 12TH DAY OF JUNE, 2024



Commissioner for Taking Affidavits

98

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
YELLOW CORPORATION, *et al.*,[1]	)	Case No. 23-11069 (CTG)
Debtors.	)	(Jointly Administered)
	)	**Hearing Date:**
	)	**June 3, 2024 at 10:00 a.m. (ET)**
	)	**Response Deadline:**
	)	**May 28, 2024 at 4:00 p.m. (ET)**

DEBTORS' MOTION FOR ENTRY OF AN ORDER AUTHORIZING THE ABANDONMENT AND DESTRUCTION OF CERTAIN DIGITAL RECORDS

The Debtors state as follows in support of this motion:[2]

Relief Requested

1. The Debtors seek entry of an order, substantially in the form attached hereto as **Exhibit A**, authorizing, but not requiring, the Debtors to destroy, cause to be destroyed, approximately 6,100 Microsoft Corporation ("Microsoft") electronic mailboxes (the "Mailboxes") previously assigned to employees no longer employed by the Debtors pursuant to 11 U.S.C. §§ 105(a) and 554(a) and Federal Rule of Bankruptcy Procedure 6007(a). To the best of the Debtors' knowledge, the Debtors have no use for such Mailboxes, and further retaining them would cause the Debtors to incur significant expenses that cannot be justified, reducing distributions to

[1] A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at https://dm.epiq11.com/YellowCorporation. The location of the Debtors' principal place of business and the Debtors' service address in these chapter 11 cases is: 11500 Outlook Street, Suite 400, Overland Park, Kansas 66211.

[2] A detailed description of the Debtors and their businesses, including the facts and circumstances giving rise to the Debtors' chapter 11 cases, is set forth in the *Declaration of Matthew A. Doheny, Chief Restructuring Officer of Yellow Corporation, in Support of the Debtors' Chapter 11 Petitions and First Day Motions* [Docket No. 14] (the "First Day Declaration"). Capitalized terms used but not immediately defined in this motion have the meanings ascribed to them later in this motion or in the First Day Declaration, as applicable.

creditors. To ensure they have authority and advise all potentially interested parties, the Debtors are filing this Motion and seeking entry of the Order.

Jurisdiction and Venue

2. The United States District Court for the District of Delaware has jurisdiction over this matter pursuant to 28 U.S.C. § 1334, which was referred to the United States Bankruptcy Court for the District of Delaware (the "Court") under 28 U.S.C. § 157 pursuant to the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012. The Debtors confirm their consent, pursuant to rule 9013-1(f) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "Local Rules"), to the entry of a final order by the Court in connection with this motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

3. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

4. The statutory basis for the relief requested herein are sections 105(a) and 554(a) of the Bankruptcy Code and rule 6007(a) of the Bankruptcy Rules.

Background

5. On August 6, 2023 (the "Petition Date"), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. These chapter 11 cases have been consolidated for procedural purposes only and are being jointly administered pursuant to 1015(b) of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") [Docket No. 169]. The Debtors are managing their businesses and their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. On August 16, 2023, the United States Trustee

for the District of Delaware appointed an official committee of unsecured creditors [Docket No. 269] (the "Committee"). No trustee or examiner has been appointed in these chapter 11 cases.

6. On January 19, 2024, the Court entered the *Order (I) Authorizing Assumption of the Microsoft Enrollments and (II) Granting Related Relief* [Docket No. 2144] (the "Microsoft Assumption Order") authorizing the Debtors to assume the Enrollment[3] entered into by and among Debtor YRC Enterprise Services, Inc. and Microsoft for volume licensing of certain Microsoft software product licenses. Under the terms of the Enrollment, the Debtors may annually reduce, or "true down," the number of subscription licenses that the Debtors maintain related to each product accessible under the Enrollment in return for a reduced annual fee commensurate with the reduction in services and licenses (the "True-Down"). Pursuant to terms of the Enrollment, given the shut-down of the Debtors' businesses, Microsoft agreed to effectuate a True-Down to reduce and right size the number of licenses that Microsoft provides to the Debtors to more cost-effectively allow the Debtors to administer their estates for the benefit of all stakeholders.

The Debtors' Digital Records

7. Approximately 6,100 Microsoft user accounts ("Accounts") were disabled in the year 2023 after the Petition Date. The Mailboxes associated with each of these accounts were used by former employees of the Company to conduct company business and contain digital data ("Digital Data"), including confidential business information and employee records that may contain Personally Identifiable Information ("PII") and other personal information of employees.

8. In accordance with the Microsoft Assumption Order and the terms of the Enrollment, the Debtors and Microsoft have agreed to True-Down the Debtors' Microsoft license enrollment and use and, in turn, reduce annual cost under the Enrollment from $2,900,000 to

[3] Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Microsoft Assumption Motion, as applicable.

$300,000. If the Mailboxes associated with the Accounts are not deleted, the Debtors will be liable for $2,900,000 annual fee for the associated licenses billed by Microsoft pursuant to the original Enrollment.

9. In order to reduce costs to the estate, Debtors seek to destroy Mailboxes (i) not on legal hold; (ii) of previous employees below the status of Vice President; (iii) in which the active directory account is disabled; (iv) that were not used in the year 2024; and (v) that are not shared with any current employee. The Debtors have identified approximately 6,100 Mailboxes that meet these criteria for destruction. If necessary, Mailboxes can be restored within a thirty-day period after destruction.

10. The Debtors have no reason to believe that the Mailboxes, or the Digital Data contained therein, are needed any longer. The Digital Data is not necessary for the Debtors to complete the sales and wind down the Debtors are currently pursuing through these chapter 11 cases. And the Debtors have no reason to believe that the Digital Data is germane to any pending litigation and/or to any of the proofs of claim that have been filed with the Court.

11. In sum, the costs of maintaining the Mailboxes and the associated licenses exceed their value, and the Debtors thus seek authority to destroy, or cause to be destroyed, the Mailboxes. With this Court's authorization, the Debtors internal IT department will coordinate the destruction of the Mailboxes. But the Debtors see no need to retain the Mailboxes and thus seek authority to destroy them.[4]

[4] To avoid any confusion, a list of the users whose data will be destroyed pursuant to this Motion, if approved by the Court, is attached as Schedule 1 to the Proposed Order.

Basis for Relief

12. Courts routinely find that there is just cause to destroy property of the estate pursuant to the standards for abandonment under section 554 of the Bankruptcy Code. *See, e.g., In re Motors Liquidation Co.,* 625 B.R. 605, 613 (Bankr. S.D.N.Y. 2021) (authorizing a post-confirmation trustee to destroy a debtor's books and records under Bankruptcy Code section 554(a)); *In re Great Atl. & Pac. Tea Co., Inc.,* No. 15-23007 (RDD), 2021 WL 5863393, at *13 (Bankr. S.D.N.Y. May 13, 2021) (authorizing the abandonment or destruction of debtors' books and records pursuant to sections 105(a) and 554 of the Bankruptcy Code); *In re Syntax-Brillian Corp.,* No. 08-11407 (KJC), 2018 WL 3491758, at *15 (Bankr. D. Del. July 18, 2018) (authorizing a trustee to destroy books and records following an analysis under section 554).

13. 11 U.S.C. § 554(a) allows a trustee to abandon property of the estate if (i) "burdensome to the estate" or (ii) "of inconsequential value and benefit to the estate." 11 U.S.C. § 554(a). A trustee is given broad discretion when determining the propriety of abandonment. *In re Wilton Armetale, Inc.,* 618 B.R. 424, 433 (Bankr. E.D. Pa. 2020); *see Midlantic Nat'l Bank v. N.J. Dep't of Env't Prot.,* 474 U.S. 494, 507 n.9 (1986) (noting that a trustee's power to abandon property is broad); *First Nat'l Bank v. Lasater,* 196 U.S. 115, 118-19 (1905) ("[T]rustees in bankruptcy are not bound to accept property of an onerous or unprofitable character . . . .").

14. A trustee's business judgment is given deference unless an objecting party meets its burden to show that the potentially-abandoned property provides a benefit to the debtor's estate. *In re Slack,* 290 B.R. 282, 284 (Bankr. D.N.J. 2003) ("The trustee's power to abandon property is discretionary. Courts defer to the trustee's judgement and place the burden on the party opposing the abandonment to prove a benefit to the estate and an abuse of the trustee's discretion.") (citations omitted), *aff'd,* 112 F. App'x 868 (3d Cir. 2004); *In re Cult Awareness Network, Inc.,* 205 B.R.

575, 579 (Bankr. N.D. Ill. 1997) (The trustee has "substantial discretion" when determining "that assets of the state should be abandoned . . . . The [t]rustee [ ] need only demonstrate that he has exercised sound business judgment in making the determination to abandon."); *In re Interpictures, Inc.*, 168 B.R. 526, 535 (Bankr. E.D.N.Y. 1994) ("From the beginning of modern bankruptcy law, the courts have uniformly held that a trustee's power to abandon property is discretionary. By adopting a policy of adherence to a trustee's decision, the courts have placed the burden of proving an abuse of discretion of the trustee's action or inaction on abandonment on the party seeking to make the trustee act.") (citations omitted). Any party disputing the propriety of abandonment must "show some likely benefit to the estate; mere speculation about possible scenarios in which there might be a benefit is not sufficient." *In re Apex Long Term Acute Care - Katy, L.P.,* 599 B.R. 314, 323 (Bankr. S.D. Tex. 2019); *see also In re Wilton Armetale, Inc.*, 618 B.R. at 433 (same).

15. Section 105(a) of the Bankruptcy Code also provides that the Court may issue any necessary or appropriate order to carry out the provisions of the Bankruptcy Code. 11 U.S.C. § 105(a). The purpose of section 105(a) is "to assure the bankruptcy courts power to take whatever action is appropriate or necessary in aid of the exercise of their jurisdiction." 2 Collier on Bankruptcy ¶ 105.01 (Richard Levin & Henry J. Sommer eds., 16th ed.).

16. The Debtors' proposed destruction of the Mailboxes is warranted under sections 105(a) and 554(a) of the Bankruptcy Code. The Debtors have determined in their reasonable business judgment that the Mailboxes they seek authority to destroy are not necessary and are not valuable to the Debtors' estates. Absent the authority to destroy the Mailboxes, the Debtors will be forced to incur additional and unnecessary expenses paying Microsoft for licenses needed to maintain and store the Mailboxes, reducing the value of the Debtors' estates and the resulting distribution to creditors.

17. As noted above, certain of the Mailboxes may contain confidential business information and/or PII of the Debtors' former employees as well as other confidential commercial or personal information. The Debtors intend to use commercially reasonable efforts to destroy the Mailboxes containing such confidential information by appropriate means.

18. For the foregoing reasons, the Debtors submit that their decision to destroy the Mailboxes is the product of their sound business judgment and should be approved.

Reservation of Rights

19. Nothing contained in this motion or any order granting the relief requested in this motion, and no action taken by the Debtors pursuant to the relief requested or granted (including any payment made in accordance with any such order), is intended as or shall be construed or deemed to be: (a) an admission as to the amount of, basis for, priority, or validity of any claim against the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's rights to dispute any claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission or finding that any particular claim is an administrative expense claim, other priority claim or otherwise of a type specified or defined in this motion or any order granting the relief requested by this motion; (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; or (g) a waiver or limitation of any claims, causes of action or other rights of the Debtors or any other party in interest against any person or entity under the Bankruptcy Code or any other applicable law.

Limitation of Notice

20. Bankruptcy Rule 6007(a) provides that a trustee, unless otherwise directed by the court, "shall give notice of a proposed abandonment or disposition of property to the United States trustee, all creditors, indenture trustees, and committees elected pursuant to § 705 or appointed pursuant to § 1102 of the Code." Fed. R. Bankr. P. 6007(a). Parties in interest that object to such abandonment are entitled to a hearing on their objection. *Id*.

21. The Debtors will provide notice of this motion to: (a) the U.S. Trustee; (b) the Committee and Akin Gump Strauss Hauer & Feld LLP as counsel to the Committee; (c) the office of the attorney general for each of the states in which the Debtors operate; (d) United States Attorney's Office for the District of Delaware; (e) the Internal Revenue Service; (f) the United States Securities and Exchange Commission; (g) and any party that has requested notice pursuant to Bankruptcy Rule 2002 (collectively, the "Notice Parties"). The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

No Prior Request

22. No prior request for the relief sought herein has been made to this or any other court.

[*Remainder of page intentionally left blank*]

WHEREFORE, the Debtors respectfully request entry of the Order, substantially in the form attached hereto as **Exhibit A**, (a) granting the relief requested herein and (b) granting such other relief as the Court deems appropriate under the circumstances.

Dated: May 20, 2024
Wilmington, Delaware

/s/ Laura Davis Jones

Laura Davis Jones (DE Bar No. 2436)
Timothy P. Cairns (DE Bar No. 4228)
Peter J. Keane (DE Bar No. 5503)
Edward Corma (DE Bar No. 6718)
PACHULSKI STANG ZIEHL & JONES LLP
919 North Market Street, 17th Floor
P.O. Box 8705
Wilmington, Delaware 19801
Telephone: (302) 652-4100
Facsimile: (302) 652-4400
Email: ljones@pszjlaw.com
tcairns@pszjlaw.com
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Patrick J. Nash Jr., P.C. (admitted *pro hac vice*)
David Seligman, P.C. (admitted *pro hac vice*)
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Email: patrick.nash@kirkland.com
david.seligman@kirkland.com

-and-

Allyson B. Smith (admitted *pro hac vice*)
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New York, New York 10022
Telephone: (212) 446-4800
Facsimile: (212) 446-4900
Email: allyson.smith@kirkland.com

Co-Counsel for the Debtors and Debtors in Possession

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
YELLOW CORPORATION, *et al.*,[1]	)	Case No. 23-11069 (CTG)
Debtors.	)	(Jointly Administered)

Objection Deadline: May 28, 2024, at 4:00 p.m. (ET)
Hearing Date: June 3, 2024, at 10:00 a.m. (ET)

NOTICE OF DEBTORS' MOTION FOR ENTRY OF AN ORDER AUTHORIZING THE ABANDONMENT AND DESTRUCTION OF CERTAIN DIGITAL RECORDS

PLEASE TAKE NOTICE that on May 20, 2024, the above-captioned debtors and debtors in possession (collectively, the "Debtors") filed the *Debtors' Motion for Entry of an Order an Order Authorizing the Abandonment and Destruction of Certain Digital Records* (the "Motion") with the United States Bankruptcy Court for the District of Delaware, 824 Market Street, 3rd Floor, Wilmington, Delaware 19801 (the "Bankruptcy Court"). A copy of the Motion is attached hereto.

PLEASE TAKE FURTHER NOTICE that any response or objection to the Motion must be filed with the Bankruptcy Court on or before **May 28, 2024, at 4:00 p.m. prevailing Eastern Time**.

PLEASE TAKE FURTHER NOTICE that at the same time, you must also serve a copy of the response or objection upon: (i) the Debtors, Yellow Corporation, 11500 Outlook Street, Suite 400, Overland Park, Kansas 66211, Attn.: General Counsel; (ii) counsel to the Debtors, (A) Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022,

[1] A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at https://dm.epiq11.com/YellowCorporation. The location of the Debtors' principal place of business and the Debtors' service address in these chapter 11 cases is: 11500 Outlook Street, Suite 400, Overland Park, Kansas 66211.

Attn.: Allyson B. Smith (allyson.smith@kirkland.com) and (B) Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, PO Box 8705, Wilmington, Delaware 19801, Attn.: Laura Davis Jones (ljones@pszjlaw.com), Timothy P. Cairns (tcairns@pszjlaw.com), Peter J. Keane (pkeane@pszjlaw.com), and Edward Corma (ecorma@pszjlaw.com); (iii) the Office of United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn.: Jane Leamy (jane.m.leamy@usdoj.gov) and Richard Shepacarter (richard.shepacarter@usdoj.gov); and (iv) counsel to the Committee, (A) Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, Bank of America Tower, New York, NY 10036-6745 US, Attn.: Philip C. Dublin (pdublin@akingump.com), Meredith A. Lahaie (mlahaie@akingump.com), and Kevin Zuzolo (kzuzolo@akingump.com) and (B) co-counsel to the Committee, Benesch Friedlander Coplan & Aronoff LLP, 1313 North Market Street, Suite 1201, Wilmington, DE, 19801, Attn.: Jennifer R. Hoover (jhoover@beneschlaw.com) and Kevin M. Capuzzi (kcapuzzi@beneschlaw.com).

PLEASE TAKE FURTHER NOTICE THAT IF YOU FAIL TO RESPOND IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF REQUESTED BY THE MOTION WITHOUT FURTHER NOTICE OR HEARING.

PLEASE TAKE FURTHER NOTICE THAT A HEARING TO CONSIDER THE RELIEF SOUGHT IN THE MOTION WILL BE HELD ON **JUNE 3, 2024, AT 10:00 A.M. PREVAILING EASTERN TIME** BEFORE THE HONORABLE CRAIG T. GOLDBLATT, UNITED STATES BANKRUPTCY COURT JUDGE, AT THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE, 824 MARKET STREET, 3RD FLOOR, COURTROOM NO. 7, WILMINGTON, DELAWARE 19801.

Dated: May 20, 2024
Wilmington, Delaware

/s/ Laura Davis Jones

Laura Davis Jones (DE Bar No. 2436)
Timothy P. Cairns (DE Bar No. 4228)
Peter J. Keane (DE Bar No. 5503)
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-and-

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Email: allyson.smith@kirkland.com

Co-Counsel for the Debtors and Debtors in Possession

Exhibit A

Proposed Order

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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
YELLOW CORPORATION, *et al.*,[1]	)	Case No. 23-11069 (CTG)
Debtors.	)	(Jointly Administered)
	)	**Re: Docket No. __**

ORDER AUTHORIZING
THE ABANDONMENT AND DESTRUCTION OF DIGITAL RECORDS

Upon the motion (the "Motion")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an order (this "Order") authorizing the Debtors to Abandon and Destroy Digital Records, all as more fully set forth in the Motion; and upon the First Day Declaration; and the district court having jurisdiction under 28 U.S.C. § 1334, which was referred to this Court under 28 U.S.C. § 157 pursuant to the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; 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 this Court 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 other parties in interest; and this Court having found that the Debtors' notice of the Motion and

[1] A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at https://dm.epiq11.com/YellowCorporation. The location of the Debtors' principal place of business and the Debtors' service address in these chapter 11 cases is: 11500 Outlook Street, Suite 400, Overland Park, Kansas 66211.

[2] Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

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, if any, before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion 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 Motion is granted as set forth herein.

2. The Debtors are hereby authorized, but not directed, to destroy, or cause to be destroyed, the Mailboxes as provided in the Motion.

3. The Debtors are authorized to take all actions necessary to effectuate the relief granted herein, including, without limitation, to satisfy any obligations arising from or related to the destruction of the Mailboxes.

4. Notwithstanding anything to the contrary in the Bankruptcy Code, Bankruptcy Rules or Local Rules, this Order shall be immediately effective and enforceable upon entry.

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

6. The requirements of Rule 6007(a) of the Federal Rules of Bankruptcy Procedure that the Motion be served upon "all creditors" is hereby waived, and service upon the parties described in the Motion is found to be sufficient for the purposes of the relief requested in the Motion.

7. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

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

Schedule 1

List of Mailboxes to be Destroyed

112_Appts@yellowcorp.com
2015PCrollout@YRCFreight.com
318Essendant@yrcfreight.com
3PL_POD_Staff@yrcfreight.com
411essendant@yrcfreight.com
683appts@yrcfreight.com
783essendant@yrcfreight.com
830ConferenceRoom@YRCFreight.com
830TrainingRoom@YRCFreight.com
accountmaint@newpenn.com
aes@newpenn.com
as400reports@newpenn.com
branding.support@yrcw.com
carotrans@newpenn.com
Carter.Bauman@myyellow.com
casesupport@newpenn.com
Chuck.Augustine@myyellow.com
Chuck.Beattie@myyellow.com
Claimspics@newpenn.com
CollectorAppreciation@yellowcorp.com
Conyers.Joel@myyellow.com
CSAT@yrcfreight.com
customerservice@newpenn.com
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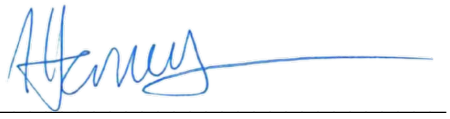
THIS IS EXHIBIT "D"
TO THE AFFIDAVIT OF MATTHEW A. DOHENY
SWORN BEFORE ME OVER VIDEOCONFERENCE
THIS 12TH DAY OF JUNE, 2024



Commissioner for Taking Affidavits

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
YELLOW CORPORATION, *et al.*,[1]	)	Case No. 23-11069 (CTG)
Debtors.	)	(Jointly Administered)
	)	**Hearing Date:**
	)	**June 3, 2024 at 10:00 a.m. (ET)**
	)	**Response Deadline:**
	)	**May 28, 2024 at 4:00 p.m. (ET)**

MOTION OF DEBTORS FOR ENTRY OF AN ORDER (I) EXTENDING THE DEBTORS' EXCLUSIVE PERIODS TO FILE A CHAPTER 11 PLAN AND SOLICIT ACCEPTANCES THEREOF PURSUANT TO SECTION 1121 OF THE BANKRUPTCY CODE AND (II) GRANTING RELATED RELIEF

The above-captioned debtors and debtors in possession (collectively, the "Debtors") state as follows in support of this motion:[2]

Relief Requested

1. The Debtors seek entry of an order, substantially in the form attached hereto as **Exhibit A** (the "Order"), further extending by 90 days the periods during which the Debtors have the exclusive right to file a chapter 11 plan (the "Filing Exclusivity Period") and to solicit votes thereon (the "Solicitation Exclusivity Period," and together with the Filing Exclusivity Period,

[1] A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at https://dm.epiq11.com/YellowCorporation. The location of the Debtors' principal place of business and the Debtors' service address in these chapter 11 cases is: 11500 Outlook Street, Suite 400, Overland Park, Kansas 66211.

[2] A detailed description of the Debtors and their businesses, including the facts and circumstances giving rise to the Debtors' chapter 11 cases, is set forth in the *Declaration of Matthew A. Doheny, Chief Restructuring Officer of Yellow Corporation, in Support of the Debtors' Chapter 11 Petitions and First Day Motions* [Docket No. 14] (the "First Day Declaration"). Capitalized terms used but not immediately defined in this motion have the meanings ascribed to them later in this motion or in the First Day Declaration, as applicable.

the "Exclusivity Periods") through and including September 2, 2024[3] and October 29, 2024, respectively, without prejudice to the Debtors' right to seek further extensions to the Exclusivity Periods, and (b) granting related relief.[4] Absent the relief requested herein, the Filing Exclusivity Period would expire on June 3, 2024, and the Solicitation Exclusivity Period on July 31, 2024.

Preliminary Statement

2. Since their second request for an extension of exclusivity was granted on February 28, 2024,[5] the Debtors have capitalized on the momentum that they have built from the first phase of a historically successful sale and marketing process to move these chapter 11 cases forward. The results of the Debtors' efforts to date have been tremendous: the Debtors' monetized 130 owned properties for $1.88 billion [Docket No. 1354] and 23 leased properties for $92 million [Docket No. 1735], and with some of those proceeds, paid off all prepetition secured debt and all debtor-in-possession financing. The Debtors have since continued to build on this early success, spending significant time determining which unexpired nonresidential real property leases would bring value to the estates through assumption of such unexpired leases for later sale and assignment

[3] A 90-day extension of the current Filing Exclusivity Period results in the Filing Exclusivity Period ending on Sunday, September 1, 2024. By operation of Bankruptcy Rule 9006, however, the proposed Filing Exclusivity Period will continue through Monday, September 2, 2024.

[4] Rule 9006-2 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "Local Rules") provides that "[u]nless otherwise provided in the Code or in the Fed. R. Bankr. P., if a motion to extend the time to take any action is filed before the expiration of the period prescribed by the Code, the Fed. R. Bankr. P., these Local Rules or Court order, the time shall automatically be extended until the Court acts on the motion, without the necessity for the entry of a bridge order." Accordingly, the Exclusivity Periods shall be automatically extended upon the filing of this motion until the Court rules on this motion.

[5] *See* Order (I) Extending the Debtors' Exclusive Periods to File a Chapter 11 Plan and Solicit Acceptances Thereof Pursuant to Section 1121 of the Bankruptcy Code and (II) Granting Related Relief [Docket No. 2449] (the "Second Extension Order") granting the Motion of Debtors For Entry of an Order (I) Extending the Debtors' Exclusive Periods to File a Chapter 11 Plan and Solicit Acceptances Thereof Pursuant to Section 1121 of the Bankruptcy Code and (II) Granting Related Relief [Docket No. 2131] (the "Second Extension Motion").

or other use. As a result of that analysis, the Debtors sought to assume approximately 78 nonresidential real property leases to ensure that the value from those assets is maximized.[6]

3. Adding to their growing list of value-maximizing achievements since entry of the Second Exclusivity Order, on April 18, 2024, the Debtors prevailed on the merits at a contested hearing as to whether (among other litigated issues) the Debtors were permitted under section 365 of the Bankruptcy Code to assume unexpired real property leases to maximize their value. In finding that the Debtors were permitted to assume unexpired nonresidential real property leases without simultaneously assigning such leases to an assignee immediately, the Court extinguished any perceived uncertainty surrounding the Debtors' strategy to maximize the value of their leased property portfolio. Now, with the Court's guidance on the Debtors' ability to assume unexpired real property leases in tow, the Debtors and their advisors continue to evaluate strategic alternatives for the remaining properties in their leased and owned real estate. This analysis will ultimately inform the contours of a forthcoming proposed chapter 11 plan.

4. In addition, the Debtors have, since the entry of the Second Exclusivity Order, continued to reconcile the claims pool, including prosecuting the Debtors' objections to the proofs of claim filed by, among others, certain multiemployer pension plans (the "MEPPs") and alleged WARN claimants, including the International Brotherhood of Teamsters ("IBT"), other unions and union-related funds, and both individual and class claimants (the "MEPP and WARN Litigation"). The Debtors also (effective March 1, 2023) merged together their three single employer pension plans (the "SEPPs"), minimizing the claims pool and beginning the process of reconciling and hopefully fixing the claim of the Pension Benefit Guarantee Corporation (the "PBGC").

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6 *See* Debtors' Omnibus Motion for Entry of an Order (I) Authorizing the Debtors to Assume Certain Unexpired Leases and (II) Granting Related Relief [Docket No. 2157] (the "Lease Assumption Motion").

5. If the Debtors prevail in the MEPP and WARN Litigation, then the general unsecured claims pool will be reduced by up to approximately ***$8.0 billion*** in disallowed claims. And the outcome of the MEPP and WARN Litigation will determine, in large part, the ultimate size of the claims pool. The MEPP and WARN Litigation is expected to continue along the current litigation scheduling orders through late 2024, at the earliest.

6. The Debtors have also continued to maximize the value of the estate through their thorough review and reconciliation of the rest of the claims register. Like the outcome of the MEPP and WARN Litigation, the Debtors' claims reconciliation efforts will also inform potential recoveries for stakeholders in these chapter 11 cases. As of the date hereof, the Debtors have filed twelve omnibus objections to claims (each an "Omnibus Objection to Claims") and anticipate that they will file additional omnibus objections to claims in the coming weeks and months. Resolution of the foregoing, in addition to many other complex matters related to the Debtors' orderly winddown of their businesses, will bear on the terms of the chapter 11 plan and the value to be distributed thereunder.

7. Every step of the way, the Debtors have kept the Official Committee of Unsecured Creditors in these chapter 11 cases ("UCC") appraised and involved—with the UCC navigating the reality that the largest claims objected to by the Debtors are the proofs of claim filed by individual UCC members.[7] To date, the UCC has taken positions on some, but not all, of the Debtors' claims objections.[8]

[7] The UCC currently has eight members. Four of those members (the IBT, two pension funds, and a WARN claimant) have been the subject of substantial claims objections, affirmative litigation, or both. A fifth is the PBGC, which has taken positions related to the MEPP litigation.

[8] *See* Docket No. 2755 & 3057.

8. Despite the monumental achievements described above, there remain numerous ongoing work streams that must continue to advance before the Debtors can propose, negotiate, and solicit a chapter 11 plan that the Debtors are optimistic will provide meaningful distributions to the Debtors' creditors. Granting the requested relief will allow the Debtors to focus their attention on capitalizing on the remaining aspects of their sale processes, addressing material parts of the claims pool, and making additional progress on their wind-down efforts to materially reduce the administrative burn of these chapter 11 cases. The Debtors submit that they are the only party suited to put forth a confirmable chapter 11 plan in light of the complexities of the issues that must be resolved and the competing interests at stake, and the Debtors intend to do so as soon as they are able. The Debtors believe that permitting any other party in interest to put forth a chapter 11 plan at this juncture of these chapter 11 cases would be value destructive.

9. The Debtors certainly meet the legal standard for this Court to grant a third extension of exclusivity. There is no question that these chapter 11 cases have progressed meaningfully since entry of the Second Exclusivity Order. Among other things, the Debtors have spent significant time and resources:

- reconciling claims and interests as promptly and efficiently as possible;
- filing substantive and non-substantive claims objections to more than 2,800 proofs of claim pursuant to their Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, Tenth, Eleventh, and Twelfth Omnibus Objections to Claims [Docket No. 2576, 2577, 2578, 2586, 2595, 2799, 2800, 2801, 3255, 3256];
- obtaining entry of orders in connection with their Sixth, Eighth, Ninth, and Tenth Omnibus objections to Claims, thereby right-sizing the claims pool by more than $23,260,000 [Docket No. 2911, 3184, 3252, 3253].
- drafting and filing a reply in support of their Third, Fourth, and Fifth Substantive Omnibus Objections to Claims alleging WARN liability [Docket No. 2909];
- successfully negotiating scheduling orders with 11 pension funds, two sets of WARN adversary plaintiffs, and claimants filing over 1,000 WARN-related proofs of claim

that contemplate resolution of all WARN claims by the end of 2024 [Docket Nos. 2195, 2892];

- successfully litigating objections to, and securing a Court order authorizing, the assumption of certain unexpired leases [Docket No. 3076, 3086];
- filing and obtaining entry of orders in connection with several stipulations with landlord counterparties memorializing the consensual extension of the deadline to assume or reject certain non-residential real property leases under section 354(d)(4) [Docket No. 2427, 2687, 2727, 2750, 2764, 3031, 3032]
- obtaining entry of an order extending the deadline by which the Debtors must remove certain actions by 121 days [Docket No. 2654];
- filing three rejection notices pursuant to the Rejection Procedures Order[9] and resulting in the rejection of 15 contracts and four leases [Docket No. 2463, 2955, 3046, 3232];
- successfully negotiated and entered into 72 setoff agreements pursuant to the Customer Collections First Day Order,[10] resulting in approximately $12,680,000 in collections in account receivable;
- addressing a large volume of questions, concerns, and issues raised by employees, vendors, utility companies, and other parties in interest; and
- responding to diligence requests from the UCC and other key stakeholder groups.

10. Based on the current posture of these chapter 11 cases, the Debtors believe sufficient cause exists to warrant an extension of the Exclusivity Periods. Given the complexities of these chapter 11 cases and the Debtors' ability to continue moving these chapter 11 cases forward, the administration of these chapter 11 cases would be seriously disrupted if another party were permitted to file a plan while the Debtors are in the midst of resolving numerous complex issues that will inform the contours of any confirmable chapter 11 plan. An extension of the Exclusivity Periods is in the best interests of the Debtors, their estates, and all stakeholders, as it

[9] *See* Order (I) Authorizing and Approving Procedures to Reject Executory Contracts and Unexpired Leases and (II) Granting Related Relief [Docket No. 550] (the "Rejection Procedures Order").

[10] *See* Final Order (I) Authorizing the Debtors to Consent to Limited Relief from the Automatic Stay to Permit Setoff of Certain Customer Claims Against the Debtors, and (II) Granting Related Relief [Docket No. 522] (the "Customer Collections First Day Order").

will allow the Debtors to procure the best recovery for their creditors and help to ensure a successful conclusion to these chapter 11 cases.

11. Accordingly, the Debtors seek a 90-day extension of the Exclusivity Periods so they have the exclusive right to file a plan until September 2, 2024 and solicit votes thereon until, October 29, 2024. For all of the foregoing reasons and those set forth below, the Debtors respectfully submit that a 90-day extension of exclusivity and solicit acceptances is appropriate in these circumstances, and request that the Court approve extension of the Exclusivity Periods.

Jurisdiction and Venue

12. The United States District Court for the District of Delaware has jurisdiction over this matter pursuant to 28 U.S.C. § 1334, which was referred to the United States Bankruptcy Court for the District of Delaware (the "Court") under 28 U.S.C. § 157 pursuant to the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012. The Debtors confirm their consent, pursuant to rule 9013-1(f) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "Local Rules"), to the entry of a final order by the Court in connection with this motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

13. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

14. The statutory bases for the relief requested herein are sections 1121 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the "Bankruptcy Code"), rules 2002, 6004, 6006, and 6007 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Local Rules 2002-1 and 9013-1.

Background

15. On August 6, 2023 (the "Petition Date"), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. These chapter 11 cases have been consolidated for procedural purposes only and are being jointly administered pursuant to Bankruptcy Rule 1015(b) [Docket No. 169]. The Debtors are managing their businesses and their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. On August 16, 2023, the United States Trustee for the District of Delaware (the "U.S. Trustee") appointed an official committee of unsecured creditors [Docket No. 269] (the "Committee"). No trustee or examiner has been appointed in these chapter 11 cases.

Basis for Relief

16. Section 1121(d)(1) of the Bankruptcy Code permits a court to extend a debtor's exclusivity "for cause," subject to certain limitations not relevant here. Specifically, section 1121(d) of the Bankruptcy Code provides that "on request of a party in interest made within the respective periods …of this section and after notice and a hearing, the court may for cause reduce or increase the 120-day period or the 180-day period referred to in this section." 11 U.S.C. § 1121(d). Although the term "cause" is not defined by the Bankruptcy Code, the legislative history indicates it is intended to be a flexible standard to balance the competing interests of a debtor and its creditors. *See* H.R. Rep. No. 95-595, at 231-32 (1978), *reprinted in* 1978 U.S.C.C.A.N. 5787, 6191; *see also In re Newark Airport/Hotel Ltd. P'ship*, 156 B.R. 444, 451 (Bankr. D.N.J.) (noting that the legislature intended that the granting of an extension be based "on a showing of some promise of probable success [for reorganization]."), *aff'd*, *FGH Realty Credit Corp. v Newark Airport/Hotel Ltd. P'ship*, 155 B.R. 93 (D.N.J. 1993). Simply put, a debtor should be given a reasonable opportunity to negotiate an acceptable plan with creditors and to prepare

adequate financial and nonfinancial information concerning the ramifications of any proposed plan for disclosure to creditors. *See In re Texaco Inc.*, 76 B.R. 322, 327 (Bankr. S.D.N.Y. 1987).

17. Courts within the Third Circuit and in other jurisdictions have held that the decision to extend the Exclusivity Periods is left to the sound discretion of a bankruptcy court and should be based on the totality of circumstances in each case. *See, e.g.*, *First Am. Bank of N.Y. v. Sw. Gloves & Safety Equip., Inc.*, 64 B.R. 963, 965 (D. Del. 1986) ("Section 1121(d) provides the Bankruptcy Court with flexibility to either reduce or increase that period of exclusivity in its discretion."); *In re Geriatrics Nursing Home, Inc.*, 187 B.R. 128, 132 (D.N.J. 1995) (noting that section 1121(d)(1) "grants great latitude to the [b]ankruptcy [j]udge in deciding, on a case-specific basis, whether to modify the exclusivity period."); *In re Cent. Jersey Airport Servs., LLC*, 282 B.R. 176, 184 (Bankr. D.N.J. 2002) (noting that the granting or denial of a request to extend exclusivity is within the discretion of the bankruptcy court). In general, as long as debtors give the court "no reason to believe that they are abusing their exclusivity rights . . . [a] requested extension of exclusivity . . . should be granted." *In re Glob. Crossing Ltd.*, 295 B.R. 726, 730 (Bankr. S.D.N.Y. 2003); *see also In re Borders Grp., Inc.*, 460 B.R. 818, 822 (Bankr. S.D.N.Y. 2011) (noting the debtors' "substantial efforts . . . to stabilize their business and develop a viable exit strategy").

18. In particular, bankruptcy courts examine a number of factors to determine whether a debtor has had an adequate opportunity to develop, negotiate, and propose a chapter 11 plan and thus whether there is "cause" for extension of the Exclusivity Periods. These factors include:

(a) the size and complexity of the case;

(b) the existence of good-faith progress;

(c) the necessity of sufficient time to negotiate and prepare adequate information to allow a creditor to determine whether to accept such chapter 11 plan;

(d) whether the debtor is paying its debts as they become due;

(e) whether the debtor has demonstrated reasonable prospects for filing a viable plan;

(f) whether the debtor has made progress negotiating with creditors;

(g) the length of time a case had been pending;

(h) whether the debtor is seeking an extension to pressure creditors; and

(i) whether or not unresolved contingencies exist.

See In re Cent. Jersey Airport Servs., LLC, 282 B.R. 176, 184 (Bankr. D.N.J. 2002); *McLean Indus.*, 87 B.R. at 834; *see also Dow Corning*, 208 B.R. at 664–65 (identifying the above factors and noting that courts generally rely on the same factors to determine whether exclusivity should be extended); *In re Friedman's Inc.*, 336 B.R. 884, 888 (Bankr. D. Ga. 2005) (same).

19. Not all of these factors are relevant to every case, and courts use only the relevant subset of the above factors to determine whether cause exists to grant an exclusivity extension in a particular chapter 11 case. *See, e.g.*, *Express One*, 194 B.R. at 100 (identifying four of the factors as relevant in determining whether "cause" exists to extend exclusivity); *In re United Press Int'l, Inc.*, 60 B.R. 265, 269 (Bankr. D.D.C. 1986) (finding that the debtor showed "cause" to extend exclusivity based upon three of the factors); *In re Pine Run Trust, Inc.*, 67 B.R. 432, 435 (Bankr. E.D. Pa. 1986) (relying on two of the factors in holding that cause existed to extend exclusivity). For example, both Congress and courts have recognized that the size and complexity of a debtor's case alone may constitute cause for extension of a debtor's exclusive periods to file a plan and solicit acceptances of such a plan. H.R. No. 95-595, at 231-232, 406 (1978), *reprinted in* 1978 U.S.C.C.A.N. 5787, 6191 ("[I]f an unusually large company were to seek…[relief]…under chapter 11, the court would probably need to extend the time in order to allow the debtor to reach an agreement."); *see also Texaco*, 76 B.R. at 326 ("The large size of the debtor and the consequent difficulty in formulating a plan…for a huge debtor with a complex

financial structure are important factors which generally constitute cause for extending the exclusivity periods.").

20. As set forth herein, the Debtors' chapter 11 cases satisfy the relevant factors and, thus, sufficient "cause" exists to extend the Exclusivity Periods as provided herein. Courts have granted relief similar to that requested herein for other cases of scale and complexity. *See, e.g.*, *In re Emerald Oil, Inc*., Case No. 16-10704 (KG) (Bank. D. Del. March 6, 2017) (granting the third extension of approximately 120 days); *In re Energy Future Holdings Corp*., No. 14-10979 (CSS) (Bankr. D. Del. May 1, 2015) (granting third extension of approximately 129 days); *In re Exide Technologies*, No. 13-11482 (KJC) (Bankr. D. Del. Aug. 29, 2014) (granting third extension of approximately 130 days); *In re The Great Atlantic & Pacific Tea Company, Inc*., No. 10-24549 (RDD) (Bankr. S.D.N.Y. Jan. 27, 2012) (granting third extension of approximately 150 days); *In re Frontier Airlines Holdings, Inc*., No. 08-11298 (RDD) (Bankr. S.D.N.Y. May 20, 2009) (granting third extension of approximately 125 days);[11]

I. The Debtors' Chapter 11 Cases Are Large and Complex.

21. Having once been the third largest LTL freight carrier and the fifth largest transportation company in North America, these chapter 11 cases involve 24 Debtor-affiliate entities, which had, at the outset of these cases, approximately 1,650 employees as compared to employing over 30,000 people prior to the Petition Date. The Debtors are winding down operations of numerous service terminals spanning 300 communities across the United States and Canada. As of the Petition Date, the Debtors had approximately $1.2 billion in funded-debt obligations.

[11] Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Motion. Copies of these orders are available upon request of the Debtors' counsel.

22. The Debtors have a wide variety of parties in interest, ranging from thousands of vendors to hundreds of contract and litigation counterparties, tens of thousands of former employees, several unions, dozens of pension, health and welfare funds, and numerous local, state, and federal agencies—many of whom have been active in these chapter 11 cases. The IBT, which represents 22,000 former employees of the Debtors, is active in these chapter 11 cases, having most recently filed a response to the Debtors Third, Fourth, and Fifth Omnibus Claims Objections to Proofs of Claim for WARN liability[12] that has resulted in an ongoing discovery process related to the same.[13] The Debtors were also participants in three SEPPs and more than 20 MEPPs, which filed claims leading to the Debtors' objections to proofs of claim for withdrawal liability and ongoing discovery processes related to the same. Collectively, within these pieces of litigation, the Debtors have received massive amounts of discovery demands from various creditors, including at least (so far) 334 requests for production and 126 interrogatories. The Debtors also have active shareholders, some of whom believe that there should be sufficient value in these chapter 11 cases to make a distribution to equity once all of the Debtors' assets are sold and all of the claims against these chapter 11 estates are reconciled.

23. The wide variety of parties in interest, and the complexities presented by their competing interests, also notably positions the Debtors as the party best suited to ultimately propose a confirmable chapter 11 plan. Regardless, at this point, the size and complexity of these chapter 11 cases weigh in favor of extending the Exclusivity Periods.

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12 *See* Docket No. 2778

13 *See* Docket Nos. 3237 & 3313.

II. The Debtors Have Made Good-Faith Progress Towards Conclusion of these Chapter 11 Cases.

24. During the course of these chapter 11 cases, the Debtors have made significant progress in administering these chapter 11 cases. The Debtors commenced these chapter 11 cases with extremely limited liquidity and have moved as expeditiously as possible through these chapter 11 cases, engaging in a comprehensive marketing process to maximize the value of their estates for the benefit of all stakeholders. That process has been extraordinarily successful, resulting in the successful sale and marketing process and related auction for the sale 130 fee-owned properties and 23 leases and the entry of consensual Court orders approving the same.[14] The proceeds from this sale process allowed the Debtors to pay off all of their prepetition funded-debt obligations.[15] Since the entry of the Second Exclusivity Order, the Debtors have continued to bring additional value into the estate for the benefit of all stakeholders through their ongoing claims reconciliation process and the successful negotiation of 72 setoff agreements pursuant to the Customer Collections First Day Order, securing over $12.6 million in collections on outstanding accounts receivable.

25. Still, although much process has been made since the Petition Date, the Debtors need additional time to continue to engage with their stakeholders to consummate the remaining sales and litigate certain claims while negotiating others in order to be in a position to develop and negotiate a chapter 11 plan. This substantial progress administering these chapter 11 cases weighs in favor of an extension of the Exclusivity Periods.

[14] *See* Docket Nos. 1354 & 1735.

[15] *See* Docket No. 2119.

III. The Debtors Are Paying Their Bills as They Come Due.

26. Since the Petition Date, the Debtors have paid their postpetition debts in the ordinary course or as otherwise provided by Court order.

IV. Time Elapsed in these Chapter 11 Cases

27. This is the Debtors' third request for an extension of the Exclusive Periods and comes approximately nine months after the Petition Date. As referenced above, courts have previously granted debtors' third requests for extension of the exclusivity periods in cases of this size and complexity. *See also In re Borders Grp., Inc*., 460 B.R. 818, 826 (Bankr. S.D.N.Y. 2011) (approving the extension of the debtors' exclusivity periods by 120 days and noting that where the debtors have been "busy satisfying the general requirements of a chapter 11 case . . . [that] the debtors should be able to [have additional time to] present creditors with a more refined business model and projections for future operations—*all of which are necessary for filing both a disclosure statement and plan*.") (emphasis added).

V. An Extension of the Exclusivity Periods Will Not Pressure or Prejudice Creditors.

28. The Debtors are not seeking an extension of the Exclusivity Periods to pressure or prejudice any of their stakeholders. Rather, the Debtors seek to maintain exclusivity so parties with competing interests do not hinder the Debtors' efforts to maximize value for the benefit of all stakeholders. Extending the Exclusivity Periods will benefit all creditors by preventing the drain on time and resources that inevitably occurs when multiple parties, with potentially diverging interests, vie for the consideration of their own respective plans. All stakeholders benefit from the continued stability and predictability that a centralized process provides, which can only occur while the Debtors remain the sole potential plan proponents. Accordingly, the relief requested herein is without prejudice to the Debtors' creditors and will benefit the Debtors' estates, their creditors, and all other key parties in interest.

29. An objective analysis of the relevant factors demonstrates that the Debtors are doing everything that they should be doing as chapter 11 debtors to facilitate a successful conclusion to these chapter 11 cases. Accordingly, the Debtors request an extension of the Exclusivity Periods, and reserve the right to request further extensions of the Exclusivity Periods, as circumstances require.

Notice

30. The Debtors will provide notice of this motion to: (a) the U.S. Trustee; (b) the Committee and Akin Gump Strauss Hauer & Feld LLP as counsel to the Committee; (c) the office of the attorney general for each of the states in which the Debtors operate; (d) United States Attorney's Office for the District of Delaware; (e) the Internal Revenue Service; (f) the United States Securities and Exchange Commission; and (g) any party that has requested notice pursuant to Bankruptcy Rule 2002 (collectively, the "Notice Parties"). In light of the nature of the relief requested, no other or further notice need be given.

[*Remainder of page intentionally left blank*]

WHEREFORE, the Debtors request entry of the Order, substantially in the form attached hereto as **Exhibit A**, (a) granting the relief requested herein and (b) granting such other relief as the Court deems appropriate under the circumstances.

Dated: May 20, 2024
Wilmington, Delaware

/s/ Laura Davis Jones

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Timothy P. Cairns (DE Bar No. 4228)
Peter J. Keane (DE Bar No. 5503)
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Co-Counsel for the Debtors and Debtors in Possession

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
YELLOW CORPORATION, *et al.*,[1]	)	Case No. 23-11069 (CTG)
Debtors.	)	(Jointly Administered)

Objection Deadline: May 28, 2024, at 4:00 p.m. (ET)
Hearing Date: June 3, 2024, at 10:00 a.m. (ET)

NOTICE OF MOTION OF DEBTORS FOR ENTRY OF AN ORDER (I) EXTENDING THE DEBTORS' EXCLUSIVE PERIODS TO FILE A CHAPTER 11 PLAN AND SOLICIT ACCEPTANCES THEREOF PURSUANT TO SECTION 1121 OF THE BANKRUPTCY CODE AND (II) GRANTING RELATED RELIEF

PLEASE TAKE NOTICE that, on May 20, 2024, the above-captioned debtors and debtors in possession (collectively, the "Debtors"), filed the *Motion of Debtors for Entry of an Order (I) Extending the Debtors' Exclusivity Periods to File a Chapter 11 Plan and Solicit Acceptances Thereof Pursuant to Section 1121 of the Bankruptcy Code and (II) Granting Related Relief* (the "Motion") with the United States Bankruptcy Court for the District of Delaware, 824 Market Street, 3rd Floor, Wilmington, Delaware 19801 (the "Bankruptcy Court"). A copy of the Motion is attached hereto.

PLEASE TAKE FURTHER NOTICE that any response or objection to the Motion must be filed with the Bankruptcy Court on or before **May 28, 2024, at 4:00 p.m. prevailing Eastern Time**.

[1] A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at https://dm.epiq11.com/YellowCorporation. The location of the Debtors' principal place of business and the Debtors' service address in these chapter 11 cases is: 11500 Outlook Street, Suite 400, Overland Park, Kansas 66211.

PLEASE TAKE FURTHER NOTICE that at the same time, you must also serve a copy of the response or objection upon: (i) the Debtors, Yellow Corporation, 11500 Outlook Street, Suite 400, Overland Park, Kansas 66211, Attn.: General Counsel; (ii) counsel to the Debtors, (A) Kirkland & Ellis LLP, 333 West Wolf Point Plaza, Chicago, Illinois, 60654, Attn.: Patrick J. Nash Jr., P.C. (patrick.nash@kirkland.com) and Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn.: Allyson B. Smith (allyson.smith@kirkland.com) and (B) Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, PO Box 8705, Wilmington, Delaware 19801, Attn.: Laura Davis Jones (ljones@pszjlaw.com), Timothy P. Cairns (tcairns@pszjlaw.com), Peter J. Keane (pkeane@pszjlaw.com), and Edward Corma (ecorma@pszjlaw.com); (iii) the Office of United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn.: Jane Leamy (jane.m.leamy@usdoj.gov) and Richard Shepacarter (richard.shepacarter@usdoj.gov); and (iv) counsel to the Committee, (A) Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, Bank of America Tower, New York, NY 10036-6745 US, Attn.: Philip C. Dublin (pdublin@akingump.com), Meredith A. Lahaie (mlahaie@akingump.com), and Kevin Zuzolo (kzuzolo@akingump.com) and (B) co-counsel to the Committee, Benesch Friedlander Coplan & Aronoff LLP, 1313 North Market Street, Suite 1201, Wilmington, DE, 19801, Attn.: Jennifer R. Hoover (jhoover@beneschlaw.com) and Kevin M. Capuzzi (kcapuzzi@beneschlaw.com).

PLEASE TAKE FURTHER NOTICE THAT IF YOU FAIL TO RESPOND IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF REQUESTED BY THE MOTION WITHOUT FURTHER NOTICE OR HEARING.

PLEASE TAKE FURTHER NOTICE THAT A HEARING TO CONSIDER THE RELIEF SOUGHT IN THE MOTION WILL BE HELD ON **JUNE 3, 2024, AT 10:00 A.M. PREVAILING EASTERN TIME** BEFORE THE HONORABLE CRAIG T. GOLDBLATT, UNITED STATES BANKRUPTCY COURT JUDGE, AT THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE, 824 MARKET STREET, 3RD FLOOR, COURTROOM NO. 7, WILMINGTON, DELAWARE 19801.

Dated: May 20, 2024
Wilmington, Delaware

/s/ Laura Davis Jones

Laura Davis Jones (DE Bar No. 2436)
Timothy P. Cairns (DE Bar No. 4228)
Peter J. Keane (DE Bar No. 5503)
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Co-Counsel for the Debtors and Debtors in Possession

Exhibit A

Proposed Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
YELLOW CORPORATION, *et al.*,[1]	)	Case No. 23-11069 (CTG)
Debtors.	)	(Jointly Administered)
	)	**Re: Docket No. __**

ORDER (I) EXTENDING THE DEBTORS' EXCLUSIVE PERIODS TO FILE A CHAPTER 11 PLAN AND SOLICIT ACCEPTANCES THEREOF PURSUANT TO SECTION 1121 OF THE BANKRUPTCY CODE AND (II) GRANTING RELATED RELIEF

Upon the motion (the "Motion")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an order (this "Order") (a) extending the Debtors' Filing Exclusivity Period through and including September 2, 2024, and the Debtors' Solicitation Exclusivity Period through and including October 29, 2024, without prejudice to the Debtors' right to seek further extensions to the Exclusivity Periods, and (b) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and the district court having jurisdiction under 28 U.S.C. § 1334, which was referred to this Court under 28 U.S.C. § 157 pursuant to the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; 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 this Court may enter a final order consistent with Article III of the United States Constitution; and this Court

[1] A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at https://dm.epiq11.com/YellowCorporation. The location of the Debtors' principal place of business and the Debtors' service address in these chapter 11 cases is: 11500 Outlook Street, Suite 400, Overland Park, Kansas 66211.

[2] Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

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 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 Motion is granted as set forth herein.

2. Pursuant to section 1121(d) of the Bankruptcy Code, the Filing Exclusivity Period pursuant to section 1121(b) of the Bankruptcy Code is hereby extended through and including September 2, 2024.

3. Pursuant to section 1121(d) of the Bankruptcy Code, the Solicitation Exclusivity Period pursuant to section 1121(c) of the Bankruptcy Code is hereby extended through and including October 29, 2024.

4. Nothing herein shall prejudice the Debtors' rights to seek further extensions of the Exclusivity Periods consistent with section 1121(d) of the Bankruptcy Code.

5. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

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

THIS IS EXHIBIT "E"
TO THE AFFIDAVIT OF MATTHEW A. DOHENY
SWORN BEFORE ME OVER VIDEOCONFERENCE
THIS 12TH DAY OF JUNE, 2024

Commissioner for Taking Affidavits

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
YELLOW CORPORATION, *et al.*,[1]	Case No. 23-11069 (CTG)
Debtors.	(Jointly Administered)
	Re: Docket No. 3511, 3512, 3513 **Hearing Date: June 3, 2024 at 10:00 a.m. (ET)**

NOTICE OF FILING OF PROPOSED REDACTED VERSIONS OF (A) THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS' OBJECTION TO THE MOTION OF DEBTORS FOR ENTRY OF AN ORDER (I) EXTENDING THE DEBTORS' EXCLUSIVE PERIODS TO FILE A CHAPTER 11 PLAN AND SOLICIT ACCEPTANCES THEREOF PURSUANT TO SECTION 1121 OF THE BANKRUPTCY CODE AND (II) GRANTING RELATED RELIEF, (B) DECLARATION OF JOHN C. DIDONATO IN SUPPORT OF THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS' OBJECTION TO THE MOTION OF DEBTORS FOR ENTRY OF AN ORDER (I) EXTENDING THE DEBTORS' EXCLUSIVE PERIODS TO FILE A CHAPTER 11 PLAN AND SOLICIT ACCEPTANCES THEREOF PURSUANT TO SECTION 1121 OF THE BANKRUPTCY CODE AND (II) GRANTING RELATED RELIEF, AND (C) DECLARATION OF JOHN D'AMICO IN SUPPORT OF THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS' OBJECTION TO THE MOTION OF DEBTORS FOR ENTRY OF AN ORDER (I) EXTENDING THE DEBTORS' EXCLUSIVE PERIODS TO FILE A CHAPTER 11 PLAN AND SOLICIT ACCEPTANCES THEREOF PURSUANT TO SECTION 1121 OF THE BANKRUPTCY CODE AND (II) GRANTING RELATED RELIEF

PLEASE TAKE NOTICE THAT on May 28, 2024, the Official Committee of Unsecured Creditors (the "Committee") filed *The Official Committee of Unsecured Creditors' Objection to the Motion of Debtors for Entry of an Order (I) Extending the Debtors' Exclusive Periods to File a Chapter 11 Plan and Solicit Acceptances Thereof Pursuant to Section 1121 of the Bankruptcy*

[1] A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at https://dm.epiq11.com/YellowCorporation. The location of the Debtors' principal place of business and the Debtors' service address in these chapter 11 cases is: 11500 Outlook Street, Suite 400, Overland Park, Kansas 66211.

Code and (II) Granting Related Relief [Docket No. 3511] (the "Objection"). The Objection was filed under seal.

PLEASE TAKE FURTHER NOTICE that contemporaneously with the filing of the Objection, the Committee filed the (i) *Declaration of John C. DiDonato in Support of the Official Committee of Unsecured Creditors' Objection to the Motion of Debtors for Entry of an Order (I) Extending the Debtors' Exclusive Periods to File a Chapter 11 Plan and Solicit Acceptances Thereof Pursuant to Section 1121 of the Bankruptcy Code and (II) Granting Related Relief* [Docket No. 3512] (the "DiDonato Declaration") and (ii) the *Declaration of John D'Amico in Support of the Official Committee of Unsecured Creditors' Objection to the Motion of Debtors for Entry of an Order (I) Extending the Debtors' Exclusive Periods to File a Chapter 11 Plan and Solicit Acceptances Thereof Pursuant to Section 1121 of the Bankruptcy Code and (II) Granting Related Relief* [Docket No. 3513] (the "D'Amico Declaration"). The DiDonato Declaration and the D'Amico Declaration were each filed under seal.

PLEASE TAKE FURTHER NOTICE that counsel for the Committee has conferred with counsel for the Debtors regarding proposed redactions to the Objection, the DiDonato Declaration, and the D'Amico Declaration. The Parties have agreed upon the redactions in the Objection, the DiDonato Declaration, and the D'Amico Declaration.

PLEASE TAKE FURTHER NOTICE that, pursuant to Local Rule 9018-1(d)(ii), the Committee hereby submits the proposed redacted versions of the Objection, the DiDonato Declaration, and the D'Amico Declaration (together, the "Proposed Redacted Documents"). A copy of the redacted Objection is attached hereto as **Exhibit 1**, a copy of the redacted DiDonato Declaration is attached hereto as **Exhibit 2**, and a copy of the redacted D'Amico Declaration is attached hereto as **Exhibit 3.**

PLEASE TAKE FURTHER NOTICE that the proposed redacted version of (i) the Objection, (ii) the DiDonato Declaration, and (iii) the D'Amico Declaration are available via the Court's ECF/CM system.

Date: May 31, 2024
Wilmington, Delaware

BENESCH, FRIEDLANDER, COPLAN & ARONOFF LLP

/s/ John C. Gentile

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Counsel to the Official Committee of Unsecured Creditors of Yellow Corporation, et al.

EXHIBIT 1

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: YELLOW CORPORATION, *et al.*,[1] Debtors.	Chapter 11 Case No. 23-11069 (CTG) (Jointly Administered) **Re: Docket No. 3433** **Hearing Date: June 3, 2024 at 10:00 a.m. (ET)**

THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS' OBJECTION TO THE MOTION OF DEBTORS FOR ENTRY OF AN ORDER (I) EXTENDING THE DEBTORS' EXCLUSIVE PERIODS TO FILE A CHAPTER 11 PLAN AND SOLICIT ACCEPTANCES THEREOF PURSUANT TO SECTION 1121 OF THE BANKRUPTCY CODE AND (II) GRANTING RELATED RELIEF

The Official Committee of Unsecured Creditors (the "Committee") appointed in the chapter 11 cases of the above-captioned debtors and debtors in possession (collectively, the "Debtors" and such cases, the "Chapter 11 Cases"), by and through its undersigned counsel, hereby files this objection (the "Objection") to the *Motion of Debtors for Entry of an Order (I) Extending the Debtors' Exclusive Periods to File a Chapter 11 Plan and Solicit Acceptances Thereof Pursuant to Section 1121 of the Bankruptcy Code and (II) Granting Related Relief* [ECF No. 3433] (the "Exclusivity Motion"). In support of this Objection, contemporaneously herewith, the Committee is filing the *Declaration of John C. DiDonato in Support of the Official Committee of Unsecured Creditors' Objection to the Motion of Debtors for Entry of an Order (I) Extending the Debtors' Exclusive Periods to File a Chapter 11 Plan and Solicit Acceptances Thereof Pursuant to Section 1121 of the Bankruptcy Code and (II) Granting Related Relief* (the "DiDonato Declaration") and

[1] A complete list of each of the Debtors in these Chapter 11 Cases may be obtained on the website of the Debtors' claims and noticing agent at https://dm.epiq11.com/YellowCorporation. The location of the Debtors' principal place of business and the Debtors' service address in these Chapter 11 Cases is: 11500 Outlook Street, Suite 400, Overland Park, Kansas 66211.

the *Declaration of John D'Amico in Support of the Official Committee of Unsecured Creditors' Objection to the Motion of Debtors for Entry of an Order (I) Extending the Debtors' Exclusive Periods to File a Chapter 11 Plan and Solicit Acceptances Thereof Pursuant to Section 1121 of the Bankruptcy Code and (II) Granting Related Relief* (the "D'Amico Declaration") and the Committee respectfully submits as follows:

PRELIMINARY STATEMENT[2]

1. By the Exclusivity Motion, the Debtors seek a further extension of their Exclusivity Periods that should not be granted given the current state of these Chapter 11 Cases. The Debtors ceased operations and filed for bankruptcy nearly ten months ago for the stated purpose of monetizing their assets and distributing sale proceeds through a plan of liquidation. To that end, a majority of the Debtors' assets were auctioned off and sold in December 2023 and January 2024 through a very successful, but to date incomplete, sale process. For the last four months, the Debtors' attention has shifted away from monetizing their remaining assets and effectuating distributions to creditors to being almost singularly focused on full-scale, scorched-earth litigation against their largest unsecured creditors, litigation that is projected to cost the Debtors' unsecured creditors tens of millions of dollars over the next several months. Having grown very concerned at the professional fee burn rate in these cases, the Committee requested that the Debtors pause the very expensive litigation machine for a limited 30-day period to engage in settlement negotiations to resolve the myriad contested issues now pending before the Court. The Debtors rejected that request without elaboration.

2. It is increasingly apparent to the Committee that the Debtors' litigation efforts are not being carried out for the benefit of unsecured creditors (creditors who have asserted, in the

[2] Capitalized terms used but not defined herein shall have the meanings ascribed to them elsewhere in this Objection or in the Exclusivity Motion, as applicable.

aggregate, over $11 billion[3] in claims) but, instead, to attempt to pull off a triple lindy for the Debtors' largest equity holder, MFN Partners Management, LP ("MFN")—an entity that has two representatives on the Debtors' board of directors. By choosing continued extraordinarily expensive litigation against the Debtors' major claimants and refusing to agree to even a short litigation pause to explore a potential settlement of any of the pending disputes, the Debtors have elected to set aside the interests of unsecured creditors and pursue a highly unlikely recovery for equity holders at tremendous cost to these estates and their unsecured creditors. The Debtors' strategy similarly furthers their management team's seemingly-personal and seemingly-baseless desire to prove that the actions of the International Brotherhood of Teamsters ("IBT") caused the Debtors' demise, notwithstanding the undisputed fact that the Debtors' attacks have been rebuked at every turn by the United States District Court for the District of Kansas (the "Kansas District Court"), which recently dismissed all of the Debtors' claims against the IBT.

3. Against this backdrop, the Debtors now seek yet another extension of their Exclusivity Periods in an effort to, among other things, preclude the Committee from working with its own constituents to formulate and prosecute its own plan of liquidation. The Debtors' request, however, is not supported by applicable law under the facts and circumstances of these cases. For these reasons and the reasons that follow, the Exclusivity Motion should be denied.

4. Indeed, the Committee files this Objection not only to voice its opposition to the Debtors' continued (and increasingly inappropriate) control over the trajectory of these cases, but to communicate to the Court and all parties in interest that it stands ready and willing to formulate and propose its own plan of liquidation, pursuant to which the Debtors' remaining assets would be liquidated in a manner designed to maximize the value of such assets, and pending litigation

[3] DiDonato Declaration ¶¶ 25-26.

matters moved into a liquidation trust overseen by an independent, unbiased liquidation trustee who would serve as a true, unbiased fiduciary for the trust's beneficiaries. The Committee is also prepared to support, on a parallel track with its development and prosecution of a plan, a comprehensive mediation process through which the material disputes that now burden these estates can be addressed and hopefully resolved, thereby facilitating an even more expeditious and value-maximizing resolution to these cases. The Committee believes, however, that any such mediation process should be combined with a stay of the pending litigation matters to ensure that all parties are able to devote their time and attention and appropriate estate resources to pursuing a consensual resolution of pending litigation while simultaneously curbing the Debtors' extraordinary cash burn.

5. Even if the Court is not prepared to order mediation together with a limited pause in litigation, the Debtors simply have not met their burden to warrant an additional extension of the Exclusivity Periods. As such, the Committee should be permitted to take immediate actions to prevent the further dissipation of limited and rapidly diminishing estate resources, propose a straightforward waterfall plan of liquidation, and otherwise progress these cases in a manner designed to maximize value and provide unsecured creditors with the recoveries to which they are legally entitled as quickly and efficiently as possible.

BACKGROUND

I. Events Preceding the Chapter 11 Cases

a. "One Yellow" and Other Challenges

6. Prior to the commencement of these Chapter 11 Cases, the Debtors' operations were divided into four subsidiaries, which created many operating inefficiencies and often led to companies within the Yellow corporate umbrella competing with each other to the detriment of the

enterprise as a whole.[4] In 2019, Yellow Corporation ("Yellow" and, together with each of its direct and indirect subsidiaries, the "Company") announced the "One Yellow" initiative, a multi-year plan to transform and unify the Company's businesses by merging into one company, thereby eliminating inefficiencies.[5] The Company viewed One Yellow as essential to the go-forward viability of its business operations, as implementation of the plan was intended to increase efficiency and improve financial performance.[6] The One Yellow plan contained three phases and was expected to consolidate and connect the Company's operations over a four-year period.[7] The Company successfully implemented the first phase of One Yellow, but failed to implement the second phase.[8] According to the Debtors, the resulting turmoil, as described further below, caused irreparable financial damage to the Company.[9]

7. In 2019 and 2020, the Company experienced economic headwinds, including as a result of a recession in the freight industry and the COVID-19 pandemic.[10] Notwithstanding these headwinds and the operational inefficiencies that necessitated implementation of the One Yellow plan, the Debtors have repeatedly stated that the Company's demise was the result of actions taken (or refused to be taken) by the IBT.[11] According to the Debtors, "Yellow . . . faced a severe liquidity crisis orchestrated by… [IBT] General-President Sean O'Brien and carried out by [IBT] leadership who acted at all times at his behest and direction."[12] More specifically, the Debtors

[4] *Declaration of Matthew A. Doheny, Chief Restructuring Officer of Yellow Corporation, in Support of the Debtors' Chapter 11 Petitions and First Day Motions* [ECF No. 14] (the "First Day Declaration") ¶¶ 3, 47.

[5] First Day Declaration ¶ 45-46.

[6] *Id.* ¶ 47–48.

[7] *Id.* ¶ 74.

[8] *Id.* ¶ 81.

[9] *Id.* ¶ 79–88.

[10] *Id.* ¶ 52.

[11] *Id.* ¶ 80.

[12] *Id.* ¶ 2.

claim that the IBT breached the applicable collective bargaining agreement ("CBA") to block implementation of the second phase of the One Yellow initiative.[13] According to the Debtors, "[b]y stonewalling Yellow's implementation of Phase 2 [of One Yellow], Mr. O'Brien and [the IBT] knowingly and intentionally triggered a death spiral for Yellow."[14]

b. IBT Litigation

8. On June 27, 2023, Yellow and certain of its affiliates (the "Yellow Plaintiffs") filed a complaint (as amended on July 19, 2023, the "IBT Complaint") against the IBT and certain other IBT-affiliated local unions in the Kansas District Court alleging that the IBT refused to comply with contractual obligations "to cooperate with and not impede the implementation of…One Yellow" in breach of the parties' CBA (the "IBT Litigation").[15] By the IBT Complaint, the Yellow Plaintiffs sought over $137.3 million in damages and $1.5 billion for lost enterprise value attributable to the IBT's alleged CBA breaches.[16]

9. In July 2023, the Company failed to make required contribution payments to certain pension and health and welfare funds for its unionized workforce. The Company was required to make these contribution payments under its CBA and related agreements, and the IBT was permitted to strike in the event that payments were not timely made.[17]

10. Following the missed contribution payments, the IBT issued a 72-hour strike notice.[18] Two days later, the Yellow Plaintiffs sought a temporary restraining order and preliminary

[13] *Id.* ¶ 10.

[14] *Id.* ¶ 9.

[15] *First Amended Verified Complaint* [ECF No. 21] ¶ 5, *Yellow Corp. v. International Brotherhood of Teamsters*, Case No. 23-1131-JAR-ADM (D. Kansas July 19, 2023), attached hereto as Exhibit A.

[16] *First Day Declaration* ¶ 10. As discussed below, the Yellow Plaintiffs' claims ultimately were dismissed in their entirety on March 25, 2024.

[17] *Yellow Corp. v. International Brotherhood of Teamsters*, Hr'g Tr. at 50:16–51:12, Case No. 23-1131-JAR-ADM (D. Kansas July 21, 2023) [ECF No. 41] (the "TRO Transcript"), attached hereto as Exhibit B.

[18] First Day Declaration ¶ 12.

injunction against the defendants in the IBT Litigation, asking the Kansas District Court to (i) enjoin the defendants from striking and (ii) compel them to engage in certain grievance procedures under the CBA.[19] Ruling from the bench, the Kansas District Court denied the Yellow Plaintiffs' request, finding that the IBT was authorized to strike following the Company's admitted failure to make the contribution payments.[20]

11. Although a strike ultimately was averted, the Debtors claim that "the threat of the IBT strike was enough to seal Yellow's fate."[21] In the First Day Declaration, Mattew Doheny, the former Chairman of Yellow's board of directors (the "Board") and current Chief Restructuring Officer, stated that the Company's total shipments went from 40,000 to "near zero" over the course of five days following the IBT's strike notice.[22] Interestingly, a sworn declaration from Darren Hawkins, the Debtors' CEO, tells a different story. Most notably, Mr. Hawkins states that on July 24, 2023—the day the strike was scheduled to commence—the Company picked up over 17,000 shipments, but the Company *itself* made the decision to "begin the process to discontinue accepting new shipment orders" on that day.[23] Given the Company's self-imposed decision to cease accepting new shipments on July 24, its shipments soon dwindled to zero, and the Company began winding down its business.[24] On July 28, 2023, the Company began terminating employees.[25]

[19] *Plaintiffs' Motion for a Temporary Restraining Order and Preliminary Injunction* [ECF No. 22], *Yellow Corp. v. International Brotherhood of Teamsters*, Case No. 23-1131-JAR-ADM (D. Kansas July 19, 2023).

[20] TRO Transcript at 55:1–20.

[21] First Day Declaration ¶ 100.

[22] *Id*. ¶ 13.

[23] *Declaration of Darren Hawkins in Support of Debtors' Third, Fourth, and Fifth Omnibus (Substantive) Objection to Proofs of Claim for WARN Liability* [ECF No. 2581] ¶ 100 (the "Hawkins Declaration").

[24] First Day Declaration ¶ 13; Hawkins Declaration ¶ 107.

[25] First Day Declaration ¶ 17.

c. Equity Acquisition by MFN

12. According to public documents, from July 10, 2023 through July 31, 2023, during which time the Company was embroiled in a public dispute with the IBT and eventually determined to cease operations as described above, MFN purchased approximately 22.1 million shares in Yellow at an average price of $1.02 each, resulting in an approximately 42.5% equity ownership stake in Yellow.[26] Upon information and belief, MFN has not had any additional equity transactions as of July 31, 2023 and continues to own approximately 22.1 million Yellow shares.

II. The Chapter 11 Cases

13. On August 6, 2023 and continuing into August 7, 2023 (together, the "Petition Date"), the Debtors filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") commencing these Chapter 11 Cases. According to the First Day Declaration, the Debtors filed for chapter 11 with the objective of effectuating an orderly, value-maximizing winddown of their businesses for the benefit of all parties in interest.[27]

14. On August 16, 2023, the United States Trustee for the District of Delaware appointed the Committee pursuant to section 1102(a)(1) of the Bankruptcy Code.[28] An amended notice of appointment was filed on May 20, 2024.[29] The Committee currently comprises eight members.[30]

[26] Yellow Corp., Schedule 13D (Aug. 1, 2023).

[27] First Day Declaration ¶19.

[28] *Notice of Appointment of Committee of Unsecured Creditors* [ECF No. 269].

[29] *First Amended Notice of Appointment of Committee of Unsecured Creditors* [ECF No. 3430].

[30] The Committee comprises the following parties: (i) BNSF Railway; (ii) Central States, Southeast and Southwest Areas Pension Fund; (iii) Daimler Trucks, N.A.; (iv) International Brotherhood of Teamsters; (v) New York State Teamsters Pension and Health Funds; (vi) Pension Benefit Guaranty Corporation; (vii) RFT Logistics LLC; and (viii) Mr. Armando Rivera.

III. The Debtors' Board, Executive Team, and Employees

15. On September 5, 2023, shortly after the Petition Date, the Debtors elected two new members to the Board, Mary Nell Browning and Thomas Knott, who were "specifically recommended" by MFN.[31]

16. Despite having no ongoing business operations, as of the date hereof, the Company still employs a significant number of senior executives, including, but not limited to: (i) Darren Hawkins, Chief Executive Officer; (ii) Daniel Olivier, Chief Financial Officer; (iii) Tony Carreño, Senior Vice President, Treasury and Investor Relations; and (iv) Matthew Doheny, Chief Restructuring Officer.[32] Below is a chart detailing the salaries and bonuses of the Company's senior executives as of May 20, 2024.[33]

Name	Position	Salary	Bonus
Darren Hawkins	CEO	$1.3m	$0.6m
Daniel Olivier	CFO	$0.5m	$0.5m
Tony Carreño	SVP, Treasure, Investor Relations	$0.3m	$0.2m
Matthew Doheny	CRO	$1.8m	$1.0m
Total		$3.9m	$2.3m

17. As of May 6, 2024, the Debtors continue to employ a total of 275 employees, 233 of whom are full-time and 42 of whom are flex-time.[34] The Debtors' employees' monthly salaries currently total approximately $2.5 million per month, of which approximately $325,000 is attributable to the Debtors' executive team.[35]

[31] *See* Yellow Corp., Form 8-K (Sep. 11, 2023).

[32] DiDonato Declaration ¶ 16. Leah Dawson, EVP, General Counsel and Secretary, is currently employed as a part-time employee paid at an hourly rate.

[33] *Id.*

[34] *Id.* ¶ 14.

[35] *Id.* ¶¶ 14, 16.

IV. The Asset Sales and Repayment of All Secured Debt

18. On August 7, 2023, the Debtors filed a motion (the "Bidding Procedures Motion")[36] by which they requested authorization to establish bidding procedures (the "Bidding Procedures") for the sale of their owned real estate (collectively, the "Owned Real Estate"), leased real estate (collectively, the "Leased Real Estate" and, together with the Owned Real Estate, the "Real Estate Assets"), and rolling stock (collectively, the "Rolling Stock"). On September 15, 2023, the Court entered an order approving the Bidding Procedures Motion, which order provided for, among other things, an auction and sale schedule.

19. In November and December 2023, the Debtors conducted multi-day auctions in accordance with the Bidding Procedures, following which the Court approved multiple sales covering 128 of the Debtors' Owned Real Estate—or approximately three quarters—and 35 of the Debtors' Leased Real Estate properties, for total proceeds of approximately $1.97 billion.[37]

20. Despite their initial progress, the Debtors have not yet announced a timeline or process by which the remaining Real Estate Assets will be monetized. Upon information and

[36] *Motion of the Debtors for Entry of an Order (I)(A) Approving Bidding Procedures for the Sale or Sales of the Debtors' Assets; (B) Scheduling an Auction and Approving the Form and Manner of Notice Thereof; (C) Approving Assumption and Assignment Procedures, (D) Scheduling a Sale Hearing and Approving the Form and Manner of Notice Thereof; (II)(A) Approving the Sale of the Debtors' Assets Free and Clear of Liens, Claims, Interests and Encumbrances And (B) Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases; and (III) Granting Related Relief* [ECF No. 22].

[37] D'Amico Declaration ¶ 13. The Exclusivity Motion states that the Debtors "monetized 130 owned properties for $1.88 billion" pursuant to "Docket No. 1354" and "23 leased properties for $92 million" pursuant to "Docket No. 1735." Exclusivity Motion ¶ 2. In fact, Docket No. 1354 approved the sale of 128 owned properties and 2 leased properties and Docket No. 1735 approved the sale of 23 leased properties for $82 million. *See Order (I) Approving Certain Asset Purchase Agreements; (II) Authorizing and Approving Sales of Certain Real Property Assets of the Debtors Free and Clear of Liens, Claims, Interests, and Encumbrances, in Each Case Pursuant to the Applicable Asset Purchase Agreement; (III) Approving the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases in Connection Therewith, in Each Case as Applicable Pursuant to the Applicable Asset Purchase Agreement; and (IV) Granting Related Relief* [ECF No. 1354]; *Order (I) Approving Certain Asset Purchase Agreements; (II) Authorizing and Approving Sales of Certain Real Property Assets of the Debtors Free and Clear of Liens, Claims, Interests, and Encumbrances, in Each Case Pursuant to the Applicable Asset Purchase Agreement; (III) Approving the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases in Connection Therewith, in Each Case as Applicable Pursuant to the Applicable Asset Purchase Agreement; and (IV) Granting Related Relief* [ECF No. 1735].

belief, the Debtors are instead in the process of retaining a third-party real estate broker to manage the monetization of their remaining Real Estate Assets.[38]

21. On October 16, 2023, the Debtors entered into an agency agreement with Ritchie Bros. Auctioneers and Nations Capital (collectively, "Ritchie Brothers") to act as auctioneer, broker and marketing agent with respect to the Debtors' Rolling Stock.[39] To date, Ritchie Brothers has completed sales of approximately 34%[40] of the Debtors' existing Rolling Stock for approximately [redacted].[41] [redacted].[42]

22. On February 8, 2024, the Debtors filed a notice stating that they had repaid in full all outstanding prepetition and postpetition funded debt with the proceeds from the sales of the Real Estate Assets, inclusive of their postpetition DIP facilities, prepetition ABL facility, prepetition B-2 term loan and both tranches of debt outstanding under their United States Treasury prepetition loan agreement.[43] In total, the Debtors repaid approximately $1.6 billion in prepetition and postpetition funded debt obligations.[44]

[38] D'Amico Declaration ¶ 14.

[39] On October 27, 2023, the Court approved the agreement with Ritchie Brothers. *Order (I) Approving Agency Agreement with Nations Capital, LLC, Ritchie Bros. Auctioneers (America) Inc., IronPlanet, Inc., Ritchie Bros. Auctioneers (Canada) Ltd., and IronPlanet Canada Ltd. Effective as of October 16, 2023; (II) Authorizing the Sale of Rolling Stock Assets Free and Clear of Liens, Claims, Interests and Encumbrances; and (III) Granting Related Relief* [ECF No. 981].

[40] D'Amico Declaration ¶ 15.

[41] *Id.* ¶ 15.

[42] *Id.* ¶ 18.

[43] *Notice of (A) Debtors' Repayment of (I) Prepetition Secured Obligations, (II) Prepetition UST Secured Obligations, and (III) DIP Obligations and (B) Termination of (I) Prepetition B-2 Credit Agreement, (II) Prepetition UST Loan Documents, and (III) DIP Loan Documents* [ECF No. 2119].

[44] DiDonato Declaration ¶ 11.

23. Additional assets remain to be monetized for the benefit of unsecured creditors. As of the date hereof, the Debtors still have approximately 25% of the Owned Real Estate, 66% of the Rolling Stock, and 50% the Leased Real Estate remaining to be sold.[45]

V. Claims Objections and Pending Litigation Matters

24. Since the Petition Date, the Debtors have objected to over 2,760 proofs of claim through twelve omnibus claims objections (the "Claims Objections"). The most significant Claims Objections challenge claims asserted by the Debtors' multi-employer pension funds (the "MEPPs", and all such claims asserted by the MEPPs, the "MEPP Claims"), and claims related to alleged violations of the federal Worker Adjustment and Retraining Notification Act of 1988 and state law analogs (collectively, the "WARN Act", and such claims, the "WARN Act Claims"). Yellow and certain of its affiliates also are party to two class action adversary proceedings alleging violations of the WARN Act (the "WARN Adversary Proceedings", and together with the WARN Act Claims Objections, the "WARN Litigation").

a. The MEPP Claims

25. The MEPP Claims, by which the MEPP claimants assert over $7 billion in claims, primarily relate to ERISA withdrawal liability obligations arising from the Debtors' withdrawal from various MEPPs. The MEPP Claims generally fall into two categories: (i) proofs of claim filed by MEPPs who received Special Financial Assistance ("SFA") under the 2021 American Rescue Plan Act (the "SFA MEPPs"), including Central States, Southeast and Southwest Areas Pension Fund ("Central States"); and (ii) proofs of claim filed by MEPPs who did not receive SFA funds (the "Non-SFA MEPPs"). On December 8, 2023, the Debtors objected to Central States'

[45] D'Amico Declaration ¶ 16.

claims for withdrawal liability and related contract claims.[46] On January 26, 2024, the Debtors objected to claims asserted by SFA MEPP funds other than Central States.[47] On March 13, 2024, the Debtors objected to claims asserted by Non-SFA MEPPs.[48]

26. The MEPP Claims have been the subject of extensive briefing. On January 8 and February 13, 2024, respectively, Central States and various other MEPPs filed motions to compel arbitration of the withdrawal liability disputes.[49] On February 21, 2024, the Pension Benefit Guaranty Corporation ("PBGC") separately moved to dismiss or deny the Debtors' challenge to the PBGC-issued regulation requiring MEPPs to phase in the recognition of SFA when calculating withdrawal liability.[50] PBGC subsequently filed a motion to withdraw the reference as to the enforceability of its regulation, which is now fully briefed before the United States District Court for the District of Delaware and is awaiting further action from the court.[51] On March 27, 2024, the Court issued a decision denying the motions to compel arbitration and adjourning PBGC's motion to dismiss until the Court considers the merits of the claims allowance disputes that were the subject of the motions to compel arbitration.[52]

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[46] *Debtors' Objection to the Proofs of Claim Filed by the Central States Pension Fund* [ECF No. 1322].

[47] *Debtors' Second Omnibus (Substantive) Objection to Proofs of Claim for Withdrawal Liability* [ECF No. 1962].

[48] *Debtors' Seventh Omnibus (Substantive) Objection to Proofs of Claim for Withdrawal Liability* [ECF No. 2595].

[49] *Central States Pension Fund's Motion to Compel Arbitration of Withdrawal Liability Disputes, or Alternatively, for Relief from the Automatic Stay to Initiate Arbitration* [ECF No. 1665]; *New York State Teamsters Conference Pension and Retirement Fund, Road Carriers Local 707 Pension Fund, Teamsters Local 641 Pension Fund, Western Pennsylvania Teamsters and Employers Pension Fund, Management Labor Pension Fund Local 1730, International Association Of Motor City Machinists Pension Fund, Mid-Jersey Trucking Industry & Teamsters Local 701 Pension and Annuity Fund, Teamsters Local 617 Pension Fund, Trucking Employees Of North Jersey Pension Fund, And Freight Drivers and Helpers 557 Pension Fund's Joint Motion to Compel Arbitration of Withdrawal Liability Disputes, or Alternatively, for Relief from the Automatic Stay to Initiate Arbitration* [ECF No. 2180].

[50] *The Pension Benefit Guaranty Corporation's Motion for Denial or Dismissal of Debtors' Challenge to PBGC's Regulation Contained in Debtors' Objections to the Proofs of Claim Filed by Certain Multiemployer Pension Plans* [ECF No. 2276].

[51] *Motion of the Pension Benefit Guaranty Corporation for Mandatory Withdrawal of the Reference of the Debtors' Objections to Proofs of Claim for Pension Withdrawal Liability* [ECF No. 2640].

[52] *Memorandum Opinion* [ECF No. 2765].

27. The SFA MEPP and Non-SFA MEPP Claims Objections are governed by separate scheduling orders entered by the Court on February 14, 2024 and April 12, 2024, respectively.[53] Fact discovery is ongoing in both litigations, with trial dates set for early August 2024 for the SFA MEPP Claims Objections and late September 2024 for the Non-SFA MEPP Claims Objections.

b. The WARN Act Claims

28. As with the MEPP Claims, there has been extensive motion practice in the WARN Litigation. On March 12, 2024, the Debtors filed multiple Claims Objections to the WARN Act Claims.[54] Numerous WARN Act claimants filed responses between March 25 and April 8, 2024, and the Debtors filed a reply on April 9, 2024.[55] As to the WARN Adversary Proceedings, the plaintiffs on behalf of the non-union employees have fully briefed a motion for class certification (which the Court orally indicated it would grant), and fully briefed a motion for partial summary judgment.

29. At a scheduling conference on April 11, 2024 regarding the WARN Act Claims, the Court indicated it would hear all WARN Litigation on the "same track." Under the current schedule, discovery for the WARN Litigation is underway and is to be completed by August 16, 2024. A hearing on dispositive motions, if any, is set for October 14, 2024, and a trial, if necessary, is scheduled to commence on December 9, 2024.[56]

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[53] *Order Scheduling Certain Dates and Deadlines in Connection with the Debtors' Objections to Proofs of Claim Filed by the Pension Funds that Received Special Financial Assistance* [ECF No. 2195]; *Order Scheduling Certain Dates and Deadlines in Connection with the Debtors' Seventh Omnibus (Substantive) Objection to Proofs of Claim for Withdrawal Liability* [ECF No. 2961].

[54] *Debtors' Third Omnibus (Substantive) Objection to Proofs of Claim for WARN Liability* [ECF No. 2576]; *Debtors' Fourth Omnibus (Substantive) Objection to Proofs of Claim for WARN Liability* [ECF No. 2577]; *Debtors' Fifth Omnibus (Substantive) Objection to Proofs of Claim for WARN Liability* [ECF No. 2578].

[55] *Debtors' Reply in Support of their Third Omnibus (Substantive), Fourth Omnibus (Substantive), and Fifth Omnibus (Substantive) Objections to Proofs of Claim Alleging WARN Liability* [ECF No. 2909] (the "Reply Supporting Third, Fourth, and Fifth Omnibus Objections").

[56] *Scheduling Order* [ECF No. 3186].

c. IBT Litigation

30. Prior to the Petition Date, on July 20, 2023, the IBT and certain other union defendants filed separate motions to dismiss the IBT Complaint in the IBT Litigation for failure to state a claim.[57] On August 18, 2023, the Yellow Plaintiffs filed a motion to transfer the case to this Court, along with a memorandum in support, seeking to have the issues heard before this Court.[58] The Kansas District Court denied the motion to transfer on October 12, 2023.[59] On March 25, 2024, the Kansas District Court granted the defendants' motions to dismiss the IBT Complaint without prejudice based on Yellow's failure to exhaust the grievance procedures set out in the CBA.[60] On April 22, 2024, the Yellow Plaintiffs filed a motion to alter or amend the Kansas District Court's judgment and a memorandum in support, as well as a motion for leave to file a proposed second amended complaint. The reply deadline for each motion is June 10, 2024, after which time the matters will be fully briefed and will await rulings from the Kansas District Court.

d. The Committee's Efforts to Facilitate Settlement Discussions

31. On May 9, 2024, the Committee authorized its counsel to commence settlement discussions with the Debtors and MFN, as the Debtors' largest equity holder, in an effort to facilitate a global resolution of the Debtors' material litigation matters, inclusive of the IBT Litigation, the WARN Litigation and the MEPP Claims, and the terms of a liquidating chapter 11 plan. The Committee's objective was to attempt to reach settlements with various stakeholders in

[57] *International and Negotiating Committee's Motion to Dismiss* [ECF No. 29]; *Memorandum in Support of the International and Negotiating Committee's Motion to Dismiss* [ECF No. 30]; *Local Defendants' Motion to Dismiss* [ECF No. 31]; *Memorandum in Support of the Local Defendants' Motion to Dismiss* [ECF No. 32], *Yellow Corp. v. International Brotherhood of Teamsters*, Case No. 23-1131-JAR-ADM (D. Kansas July 20, 2023).

[58] *Motion to Transfer* [ECF No. 47], *Yellow Corp. v. International Brotherhood of Teamsters*, Case No. 23-1131-JAR-ADM (D. Kansas August 18, 2023).

[59] *Memorandum and Order* [ECF No. 57], *Yellow Corp. v. International Brotherhood of Teamsters*, Case No. 23-1131-JAR-ADM (D. Kansas October 12, 2023).

[60] *Memorandum and Order* [ECF No. 109], *Yellow Corp. v. International Brotherhood of Teamsters*, Case No. 23-1131-JAR-ADM (D. Kansas March 25, 2024).

phases including settlements with equity holders, the IBT, WARN Act claimants and the MEPPs. To that end, counsel to the Committee communicated a "phase 1" settlement proposal authorized by the Committee to counsel to the Debtors and MFN by e-mail on May 13, 2024. Committee counsel encouraged the Debtors and MFN to engage on the Committee's proposal, but indicated that any such engagement would need to be combined with an initial 30-day pause and extension of relevant litigation dates to ensure that all parties involved were given the ability to devote the necessary time and resources that would be required to participate in the various phases of settlement discussions, while simultaneously preventing the accrual of millions of dollars in professional fees that were projected to be incurred in respect of the litigation matters for the relevant period. On May 16, 2024, the Debtors responded to the Committee's settlement proposal, stating that they did not support any extension of the litigation deadlines, but were working on a counter-proposal. To date, the Committee has not received a counter-proposal from the Debtors, and has received no response to its settlement proposal from MFN.

VI. The Debtors' Excessive Cash Burn

32. As of May 10, 2024, the Debtors' ending cash balance was approximately [redacted], having burned approximately $30 million of cash in April 2024 alone.[61] The Debtors' primary use of cash is currently professional fees and, according to the Debtors' monthly operating reports, the Debtors paid approximately $16.9 million in professional fees in April 2024.[62] A chart identifying the primary professionals retained by the Debtors and the Committee and the amounts that each has billed thus far in the Chapter 11 Cases is set forth below:

[61] DiDonato Declaration ¶ 13.

[62] DiDonato Declaration ¶ 17; *Chapter 11 Monthly Operating Report for the Month Ending: 04/30/2024* [ECF No. 3442].

Name of Firm	Role	Time Period	Amount Billed
Debtors' Professionals			
Kirkland & Ellis LLP	Counsel to the Debtors	August 2023 – March 2024	$26,179,079.07
Ducera Partners LLC	Investment Banker to the Debtors	August 2023 – April 2024	$25,389,733.04
Alvarez & Marsal North America, LLC	Financial Advisor to the Debtors	August 2023 – March 2024	$13,921,178.33
Kasowitz Benson Torres LLP	Special Litigation Counsel to the Debtors	August 2023 – March 2024	$6,839,421.62
Ernst & Young LLP	Tax Services Provider to the Debtors	August 2023 – April 2024	$3,822,816.13
Pachulski Stang Ziehl & Jones LLP	Counsel to the Debtors	August 2023 – April 2024	$1,734,170.69
KPMG LLP	Audit Services Provider to the Debtors	August 2023 – April 2024	$926,166.50
Goodmans LLP	Canadian Restructuring Counsel to the Debtors	August 2023 – January 2024	$920,902.75
Total (Debtors' Professionals)			**$79,733,468.13**
Committee's Professionals			
Akin Gump Strauss Hauer & Feld LLP	Counsel to the Committee	August 2023 – March 2024	$14,206,951.18
Huron Consulting Services LLC	Financial Advisor to the Committee	August 2023 – February 2024	$4,455,479.08
Miller Buckfire	Investment Banker to the Committee	August 2023 – January 2024	$1,068,493.11
Benesch, Friedlander, Coplan & Aronoff LLP	Counsel to the Committee	August 2023 – March 2024	$838,384.51
Total (Committee's Professionals)			**$20,569,307.88**
Total (All Debtor and Committee Professionals)			**$100,302,776.01**

33. The Debtors have provided the Committee's advisors with a long-term budget, which estimates that the Debtors expect to expend approximately [redacted].[63]

[63] DiDonato Declaration ¶ 18.

VII. The Exclusivity Motion and the Debtors' Prior Motions to Extend the Exclusivity Periods

34. On November 8, 2023, the Court approved the Debtors' first extension of their Exclusivity Periods to (i) file a chapter 11 plan by 90 days, to March 4, 2024 and (ii) solicit votes on a plan by 90 days, to May 2, 2024.[64]

35. On February 28, 2024, the Court approved the Debtors' second extension of their Exclusivity Periods for an additional 90 days to, respectively, June 3, 2024 and July 31, 2024.[65]

36. On May 20, 2024, the Debtors filed the Exclusivity Motion, by which they request a third extension of the Exclusivity Periods by another 90 days to September 2, 2024 for plan filing and to October 29, 2024 for plan solicitation.[66] A hearing on the Exclusivity Motion is scheduled for June 3, 2024 at 10:00 a.m. (ET). Specifically, the Debtors make several factual assertions to support that these Chapter 11 Cases have meaningfully progressed, and therefore a further extension of the Exclusivity Periods is justified, including:

- The Debtors have monetized 130 owned properties for $1.88 billion and 23 leased properties for $92 million and used a significant portion of such proceeds to pay off all prepetition secured debt and DIP financing.[67]
- The Debtors have sought to assume 78 nonresidential real property leases to ensure value from those assets is maximized.[68]
- The Debtors prevailed on the merits as to whether they could assume certain unexpired real property leases.[69]

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[64] *Order (I) Extending the Debtors' Exclusive Periods to File a Chapter 11 Plan and Solicit Acceptances Thereof Pursuant to Section 1121 of the Bankruptcy Code and (II) Granting Related Relief* [ECF No. 1065].

[65] *Order (I) Extending the Debtors' Exclusive Periods to File a Chapter 11 Plan and Solicit Acceptances Thereof Pursuant to Section 1121 of The Bankruptcy Code and (II) Granting Related Relief* [ECF No. 2449].

[66] Exclusivity Motion.

[67] *Id.* at ¶ 2. As noted above, the Committee understands that the Debtors have to date monetized 128 owned properties and that the 23 leased properties were sold for $82 million.

[68] *Id.*

[69] *Id.* at ¶ 3.

- The Debtors continue to prosecute their objections to MEPP and WARN Act claims, which, if successful, will reduce the unsecured claims pool by $8.0 billion in disallowed claims.[70]

- The Debtors have been served with 334 requests for production and 126 interrogatories.[71]

- The Debtors have negotiated 72 customer setoff agreements, securing $12.6 million in collections on outstanding accounts receivable.[72]

37. On May 21, 2024, in connection with the Exclusivity Motion, the Committee served discovery on the Debtors seeking the production of relevant documents and deposition notices for a Rule 30(b)(6) witness and Matthew A. Doheny. As of the date of this Objection, discovery remains on-going, and a deposition of Mr. Doheny has been scheduled for May 31, 2024.

38. To date, no substantive discussions have taken place between the Debtors and the Committee as to the terms of a potential plan of liquidation, or the timeline on which prosecution of a potential plan of liquidation might proceed.

OBJECTION

A. Legal Standard for Exclusivity Extension

39. The Bankruptcy Code limits the period of time during which a debtor has the exclusive right to file a plan and solicit acceptances from creditors. *See* 11 U.S.C. § 1121(b), (c). A debtor seeking an extension of exclusivity bears the evidentiary burden of proving "cause." *See, e.g.,* 11 U.S.C. § 1121(d)(1); *In re Lehigh Valley Prof'l Sports Clubs, Inc*., Case No. 00-11296-DWS, 2000 WL 290187, at *2 (Bankr. E.D. Pa. Mar. 14, 2000). Bankruptcy Code section 1121(d) provides bankruptcy courts with flexibility to modify any period of exclusivity at their own discretion. *See First Am. Bank of N.Y. v. Sw. Gloves & Safety Equip., Inc.*, 64 B.R. 963, 965 (D.

[70] *Id*. at ¶ 4–5.
[71] *Id*. at ¶ 22.
[72] *Id*. at ¶ 24.

Del. 1986). Although "cause" is not defined in Bankruptcy Code section 1121(d)(1), courts have regularly considered the following factors for determining whether cause exists to terminate or modify exclusivity:

(i) whether the debtor has made progress negotiating with creditors;

(ii) whether the debtor is seeking an extension to pressure creditors;

(iii) whether the debtor is paying its debts as they become due;

(iv) the size and complexity of the case;

(v) whether or not unresolved contingencies exist;

(vi) the necessity of sufficient time to negotiate and prepare adequate information;

(vii) the existence of good faith progress toward reorganization;

(viii) whether the debtor has demonstrated reasonable prospects for filing a viable plan; and

(ix) the length of time the case has been pending.

See e.g., In re Adelphia Commc'ns Corp., 352 B.R. 578, 587 (Bankr. S.D.N.Y. 2006) (explaining that while "cause" is not defined in the Bankruptcy Code, courts have developed a list of factors to inform the inquiry, which have come to be called the "*Adelphia* factors"); *In re Cent. Jersey Airport Servs., LLC*, 282 B.R. 176, 184 (Bankr. D.N.J. 2002) (considering the above factors); *In re Indianapolis Downs*, No. 11-11046 (BLS), Hr'g Tr. at 56:11-56:14 (Bankr. D. Del. Aug. 26, 2011) [ECF No. 410] (noting that courts consider the various exclusivity factors in a fact-driven analysis).

40. The mere existence of one or more of the *Adelphia* factors is not sufficient to justify an extension. *See In re Mid-State Raceway, Inc.*, 323 B.R. 63, 67–68 (Bankr. N.D.N.Y. 2005) (citation omitted) ("[T]he court is mindful that whether or not to grant an extension of exclusivity pursuant to [Bankruptcy] Code § 1121(d) is a matter of discretion based on all the facts and

circumstances"). In determining whether to terminate or modify a debtor's exclusivity, "the primary consideration should be whether or not doing so would facilitate moving the case forward." *In re Dow Corning Corp.*, 208 B.R. 661, 670 (Bankr. E.D. Mich. 1997); *see also Adelphia*, 352 B.R. at 590; *In re Indianapolis Downs*, No. 11-11046 (BLS), Hr'g Tr. at 56:14-56:16 (Bankr. D. Del. Aug. 26, 2011) [ECF No. 410] (explaining that that the analysis comes down to whether or not reasonable progress is being made).

41. Extensions of exclusivity should "be granted neither routinely nor cavalierly," even in the context of a debtor's first extension request—let alone third request. *In re McLean Indus., Inc.*, 87 B.R. 830, 834 (Bankr. S.D.N.Y 1987); see also *In re Borders Grp., Inc.*, 460 B.R. 818, 821 (Bankr. S.D.N.Y. 2011) ("A court's decision to extend a debtor's exclusive periods is a serious matter[.]"). Significantly, a "debtor's burden gets heavier with each extension it seeks as well as the longer the period of exclusivity lasts." *Official Comm. of Unsecured Creditors of Mirant Ams. Generation, L.L.C. v. Mirant Corp. (In re Mirant Corp.)*, No. 04-CV-476-A, 04-CV-530-A, 2004 WL 2250986, at *2 (N.D. Tex. Sept. 30, 2004). Moreover, a bankruptcy court's discretion extends not just to whether exclusivity should be extended or terminated, but also to the length of any extension deemed appropriate. *See, e.g.*, *In re Sharon Steel Corp.*, 78 B.R. 762, 763–65 (Bankr. W.D. Pa. 1987) (explaining that, because Bankruptcy Code section 1121(d) provides that a court "may for cause" reduce or increase the exclusive periods, a court may decline to extend exclusivity notwithstanding a showing of "cause"); *see also In re GMG Capital Partners III, L.P.*, 503 B.R. 596, 601 (Bankr. S.D.N.Y. 2014) (explaining that "courts have not hesitated to deny a . . . motion to extend exclusivity where the circumstances warrant it," even if it was the debtor's first such motion).

42. The Debtors rely on the non-exclusive list of factors set forth in *Adelphia* to support their request for an extension of the Exclusivity Periods, however, substantially all, if not all, of the *Adelphia* factors weigh ***against*** granting the extension. For the reasons set forth below, the Debtors have not satisfied their burden of demonstrating that cause exists to extend the Exclusivity Periods by any amount, much less for the 90 days requested. The Exclusivity Periods should instead be terminated to enable the Committee—as the statutory fiduciary for all unsecured creditors—to propose and prosecute a liquidating plan that will effectuate the transfer of all remaining assets and contested matters to one or more trusts to be overseen by an independent fiduciary or fiduciaries, provide for a waterfall of recoveries to stakeholders in accordance with the absolute priority rule and curtail the excessive administrative costs that continue to accrue in these cases.

B. Application of the *Adelphia* Factors Does Not Support Further Extension of Exclusivity

(i) Adelphia Factor 1: Whether the Debtors Have Made Progress Negotiating with Creditors (weighs against granting extension)

43. The Debtors have not commenced—let alone progressed—negotiations with creditors, and the first *Adelphia* factor weighs strongly against the requested relief. When considering whether a debtor has made progress negotiating with creditors for purposes of granting an extension of exclusivity, courts look to the subjective perspective of the creditors. *See In re All Seasons Industries, Inc.*, 121 B.R. 1002, 1006 (Bankr. N.D. Ind. 1990) (considering the creditors' view of the situation without considering whether such view was justified). Courts will weigh whether creditors have lost confidence in a debtor, or otherwise no longer trust the debtor's management to act capably. *See id.* (refusing to extend the exclusivity period where creditors had "lost faith in the capability and perhaps the integrity of debtor's management"); *In re Fountain Powerboat Industries*, No. 09-07132-8-RDD, 2009 WL 4738202, at *6 (Bankr. E.D.N.C. Dec. 4,

2009) (considering whether a creditor had lost confidence in the debtors' management when deciding a motion to terminate exclusivity); *In re Samson Resources Corp.*, No. 15-11934 (CSS), Hr'g Tr. 98:16-99:6 (Bankr. D. Del. Sept. 27, 2016) (denying the debtors' motion for an extension of exclusivity where the debtor failed to engage in negotiations with the creditors' committee).

44. During the first phase of these cases, the Debtors and the Committee were appropriately focused on the sale processes that resulted in the repayment of all of the Debtors' prepetition and postpetition funded debt. This phase had largely concluded by the end of January 2024, by which time the Court had approved the sales of the Owned Real Estate subject to successful bids at the Debtors' auctions. Rather than utilize the subsequent time afforded under the Exclusivity Periods to begin to negotiate (or even complete negotiations) regarding the terms of a liquidating plan, the Debtors were singularly focused on litigating with their most significant unsecured creditors.

45. With the exception of the IBT Litigation, the Committee acknowledges that the disputes presented by the pending litigation matters are undoubtedly important to the resolution of the Debtors' claims pool, and the Committee does not object to the commencement of such matters (or to the Debtors' obligation to defend claims asserted against them, as applicable). The Committee does, however, object to the Debtors' inappropriate determination to pursue all litigation matters, across all fronts, at all costs—and without giving the parties an opportunity to see if there might be a chance to settle all or any subset of the matters. Indeed, virtually all of the litigation matters have progressed to a point where the parties know and understand the positions taken by their counterparts, and in the Committee's view, these issues are ripe for, and should be subject to, settlement discussions through mediation. It is telling that the Debtors refused to extend the relevant litigation deadlines by just 30 calendar days to see if consensual resolutions might be

reached with all or a subset of the significant creditors against whom they have commenced litigation, and the Committee can only conclude that the Debtors are using litigation for an improper purpose.

46. The Committee believes the Debtors' improper purpose here to be two-fold. First, the Debtors appear to be using these Chapter 11 Cases (and the estates' cash) to pursue their own (or their management team's) agenda to see the IBT held "accountable" for the Company's demise. Indeed, the Debtors have been extraordinarily consistent in claiming that, but for the IBT, the Debtors never would have had cause to commence these Chapter 11 Cases. Beginning with the First Day Declaration and in numerous subsequent pleadings filed in these cases, the Debtors have not missed an opportunity to disparage the IBT and blame it and its members for the Debtors' business failures.[73] Notwithstanding the Debtors' unwavering commitment to the cause, the claims asserted by the Debtors in the IBT Litigation have thus far proven to be wholly without merit. First, the Debtors were denied a temporary restraining order prior to the commencement of these cases when the Kansas District Court determined that the IBT was authorized to strike following the Company's admitted failure to make required pension and health plan contribution payments. Next, the Debtors moved to transfer the IBT Litigation to this Court, presumably because they believed that this Court would be more receptive to their asserted claims. The motion to transfer was denied, with the Kansas District Court noting that there was evidence that the Debtors were engaging in forum shopping.[74] Finally, the Debtors' claims for damages and $1.5 billion for lost

[73] *See, e.g.,* First Day Declaration at ¶8 ("[IBT] used Yellow as a sacrificial lamb in an apparent attempt to gain leverage."); Reply Supporting Third, Fourth, and Fifth Omnibus Objections at ¶22 ("Only the IBT's truly irrational conduct pushed Yellow over the brink."); *Id.* at ¶32 ("As none of these transactions closed—primarily because of the IBT's obstinance and surprising willingness to sacrifice 22,000 unionized jobs—Yellow lacked the funds to continue operating."); *Debtors' Opposition to Central States Pension Funds' Motion to Compel Arbitration* [ECF No. 1965] ¶ 11 ("as a result of unconscionable, unforeseen conduct by IBT leadership . . . the Debtors commenced a permanent reduction of their workforce, began clearing their freight network, and ceased substantially all operations.").

[74] *Memorandum and Order* [ECF No. 57] at 16, *Yellow Corp. v. International Brotherhood of Teamsters*, Case No. 23-1131-JAR-ADM (D. Kan. Oct. 12, 2023) attached hereto as Exhibit C.

enterprise value were recently dismissed in their entirety, in connection with which the Kansas District Court granted the unions' motions to dismiss. Notwithstanding these rulings against them, the Debtors have forged ahead, expending millions of dollars in estate resources prosecuting claims against the IBT, including most recently by filing a motion to alter or amend the Kansas District Court's judgment and a motion to amend their complaint. These actions are wholly inconsistent with the Debtors' stated desire to maximize (as opposed to dissipate) value, and they do not support an extension of the Exclusivity Periods.

47. Further, the Debtors' insistence that the IBT is solely responsible for the Debtors' demise ignores the historical financial challenges faced by the Debtors and the multiple lifelines that key stakeholders attempted to extend to the Debtors. For example, from 2009 to 2011, the Debtors' financial problems obligated them to temporarily cease their participation in the Central States Pension Fund and, when participation resumed, the Debtors did so at a fraction of the contribution rate previously paid.[75] In addition, the Debtors' IBT-represented employees were also forced to accept 15% wage cuts to keep the Debtors afloat.[76] Moreover, in 2014, continuing financial troubles resulted in the Debtors seeking to extend their contribution deferral with Central States Pension Fund.[77] Finally, in 2020, the Debtors received a $700 million loan from the United States Treasury to address their long-standing financial challenges.[78] As such, the Debtors have struggled financially and required significant accommodations from their business partners for many years prior to filing these Chapter 11 Cases, and to date they have not provided any evidence to support a finding that the IBT is to blame for the Company's ultimate demise.

[75] *Central States Fund's Response to Debtors' Objections to the Funds' Proofs of Claims* [ECF No. 1833] ("Central States' Response") ¶ 15.
[76] *Id.*
[77] *Id.* at ¶ 16.
[78] *Id.* at ¶ 19.

48. Second, the Committee is increasingly of the view that equity holders (including the Debtors' largest shareholder MFN, who holds two board seats and appears to be in frequent contact with the Debtors) are exercising undue influence over the Debtors' litigation strategy, and that the Debtors have abdicated their duties to act in the best interests of the Debtors' estates in favor of a hail mary attempt to obtain a recovery for equity. The most compelling evidence supporting the Committee's view is the Debtors' inexplicable refusal to pause any of the litigation pending with respect to any of the contested matters. This fact is of particular importance here because, based on the Committee's understanding of the Debtors' own claims estimates, the Debtors must prevail on all or virtually all of the issues raised in all or virtually all of the contested matters before equity could even hypothetically be entitled to a recovery in these cases.

49. As set forth in the DiDonato Declaration, [redacted].[79] [redacted][80]

[79] DiDonato Declaration ¶ 20.

[80] *Id.*

[redacted]

50. The Debtors have also provided estimated ranges for administrative, secured and priority claims ("SPA Claims") on a Professionals' Eyes Only ("PEO") basis to the Committee's advisors as follows: [81]

- Administrative Claims - [redacted]
- Secured Claims – [redacted]
- Priority Claims – [redacted]

51. Additionally, as noted above, various creditors also have asserted WARN Act Claims. The Debtors have estimated that the total union-related WARN Act Claims asserted are approximately $244 million, but for purposes of this analysis and solely for illustrative purposes, the total allowable WARN Act Claims are assumed to be zero.[82] [redacted]

[redacted]

[81] *Id.* ¶ 21.
[82] *Id.* ¶ 22.

[redacted].[83]

52. General unsecured claims ("GUCs") filed in these Chapter 11 Cases can generally be separated into two categories: (1) GUCs subject to, or expected to be subject to, litigation (collectively, "Litigation GUCs"); and (2) non-litigation related GUCs (*i.e.*, accounts payable claims, former customer claims, contract rejection damage claims, trade creditor claims, and other claims not expected to be subject to material litigation) (collectively "Non-Litigation GUCs").[84]

53. The Litigation GUCs, as filed, have been asserted in the approximate amount of $10.6 billion and are comprised of the following: [85]

Claim Category	Claim Amount
Single Employer Plans	$ 206,098,885
New York State Teamsters Withdrawal Liability	832,936,718
Non-SFA MEPP Withdrawal Liability	840,063,338
SFA MEPP Withdrawal Liability (excl. NYS Teamsters and Central States)	858,620,765
Central States Contractual Guarantee Letter	917,028,152
DOJ Environmental	2,134,313,629
Central States Withdrawal Liability	4,827,470744
Total	**$10,616,532,231**

54. The Debtors have not provided any estimates of the expected allowed amounts of the Litigation GUCs.[86] [redacted]

[83] *Id.* at ¶ 23.
[84] *Id.* at ¶ 24.
[85] *Id.* at ¶ 25.
[86] *Id.* at ¶ 25.

[redacted]: [87]

[redacted]

55. As stated above, using the high end of the Debtors' most recent assumptions, [redacted]. [88] [redacted]. [89] [redacted]. [90]

56. Stated differently, the Debtors would need to prevail on virtually all of their pending challenges to all of the WARN Act Claims and Litigation GUCs aside from the Single Employer Plan claims before any value would potentially be available for a return to equity holders.[91] Even

[87] *Id.* at ¶ 26.
[88] *Id.* at ¶ 27.
[89] *Id.*
[90] *Id.*
[91] *Id.* at ¶ 28.

this scenario does not account for either (i) the claims asserted by the IBT[92], in connection with which analysis remains ongoing, or (ii) claims for postpetition interest, both of which would need to be satisfied before value would be available for equity holders [93] Given this analysis and the unlikelihood that the Debtors will succeed in reducing their allowed claims pool to such an extreme degree, these Chapter 11 Cases demand that the Debtors consider the value-maximizing path of a consensual resolution.

57. A settlement, by definition, requires parties to meet somewhere between the goal posts of their respective asserted positions, and any agreement by the Debtors to deviate from their asserted position—as to virtually any disputed matter—would almost certainly result in no recovery for equity. Equity, therefore, only stands to benefit if the Debtors prosecute—***and win***—virtually every dispute now pending in these cases, leaving the Debtors disincentivized to engage in settlement discussions if the Committee's suppositions are correct. As a result, the Debtors have not made any settlement progress—opting instead to foster unnecessary animosity and expend millions in incremental professional fees. Indeed, it is telling that the Debtors seek to justify their requested extension of the Exclusivity Periods on the fact that "[t]he Debtors also have active shareholders, some of whom believe that there should be sufficient value in these Chapter 11 Cases to make a distribution to equity once all of the Debtors' assets are sold and all of the claims against these chapter 11 estates are reconciled."[94] Notably, the Debtors do not confirm whether their own analyses support equity's view. These circumstances warrant termination of the Exclusivity Periods.

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[92] Although not reflected in the foregoing analysis, the IBT also has asserted claims against the Debtors totaling in excess of $3 billion (*see* Claim Nos..17248, 17253, 17258, 17261). To date, the Debtors have not objected to these claims. These claims will, however, also need to be paid (or successfully objected to) before equity holders are entitled to receive a recovery.

[93] *Id*.

[94] Exclusivity Motion ¶ 22.

58. The Committee's concerns as to the foregoing would be more than sufficiently addressed if the Court were to deny the Exclusivity Motion and allow the Committee to formulate and prosecute a liquidating plan. Among other things, any liquidation plan proposed by the Committee would effectuate: (1) the distribution of proceeds from the monetization of the Debtors' remaining assets in accordance with the priority scheme set forth in the Bankruptcy Code and (2) the establishment of a liquidation trust combined with the appointment of an independent fiduciary—one without bias or vendetta—who would serve as trustee and make appropriate determinations regarding whether to settle, abandon or pursue the litigation matters to which the Debtors are now party and how best to monetize the Debtors' remaining assets. A liquidating plan proposed by the Committee consistent with these objectives would enable the Chapter 11 Cases to proceed to conclusion on a timely basis preventing, among other things, the expenditure of tens of millions of dollars in professional fees currently earmarked for the pursuit of scorched-earth litigation and accelerating the distribution of recoveries to stakeholders.

(ii) Adelphia Factor 2: Whether the Extension is Being Sought to Pressure Creditors (weighs against granting extension)

59. The second *Adelphia* factor similarly weighs strongly against the Debtors' requested relief. Courts have recognized that a debtor's ability to exert undue pressure on creditors through the extension of exclusivity must be monitored and limited. *In re Texaco Inc.*, 76 B.R. 322, 326 (Bankr. S.D.N.Y. 1987) ("An extension should not be employed as a tactical device to put pressure on parties in interest to yield to a plan they consider unsatisfactory.") (quoting S. Re. No. 95-989, 95th Cong. 2d Sess. 118 (1978)); *United Sav. Ass'n of Tex. v. Timbers of Inwood Forest Assocs., Ltd. (In re Timbers of Inwood Forest Assocs., Ltd.)*, 808 F.2d 363, 372 (5th Cir. 1987) (characterizing Bankruptcy Code section 1121 as "a congressional acknowledgement that creditors, whose money is invested in the enterprise no less than the debtor's, have a right to a say

in the future of that enterprise"), *aff'd*, 484 U.S. 365 (1988). Further, the legislative history of Bankruptcy Code section 1121 shows that Congress was explicitly concerned in drafting this section that "unlimited exclusivity gave a debtor 'undue bargaining leverage,' because it could use the threat of delay to force unfair concessions." *Century Glove, Inc. v. First Am. Bank of N.Y.*, 860 F.2d 94, 102 (3d Cir. 1988) (*quoting* House Report, 1978 U.S.C.C.A.A.N. at 6191) (emphasis omitted); *In re Timbers,* 808 F.2d at 372 ("Section 1121 was designed, and should be faithfully interpreted, to limit the delay that makes creditors the hostages of Chapter 11 debtors."). Here, this factor weighs against granting an extension because the Debtors are seeking to use the requested extension for the express purpose of pressuring and litigating against their creditors, rather than engaging in constructive settlement or plan negotiations.

60. As noted above, the Committee takes no issue with the Debtors' determination to commence the pending litigation matters (again, aside from the IBT Litigation), and understands that commencing litigation is often necessary to foster resolution of disputed issues. The Committee does, however, take issue with the overly-burdensome manner in which the Debtors have determined to pursue that litigation, which of course is highlighted by the Debtors' refusal to pause the schedules governing the contested matters as addressed at length above. In addition, the Debtors have served extraordinarily burdensome discovery on their litigation counterparties—for example, in the WARN Litigation alone, the Debtors have served ***285 separate requests for admission*** on the IBT, the International Association of Machinists and Aerospace Workers, and other WARN Act claimants, in addition to innumerable document requests and interrogatories, including subpoenas for depositions to President Biden, Senator Bernie Sanders, and the acting U.S. Secretary of Labor in the IBT Litigation.[95]. Moreover, the Debtors have noticed ***11***

[95] *See* ECF Nos. 104, 105, and 106, *Yellow Corp. v. International Brotherhood of Teamsters*, Case No. 23-1131-JAR-ADM (D. Kansas March 13, 2024).

depositions in the SFA MEPP Claims Objection litigation alone, with likely ***dozens more*** to come in the Non-SFA MEPP Claims Objection litigation and WARN Litigation. These tactics present at least two issues: first, the Debtors are now expending extraordinary sums of money on various litigation-related processes that might be avoided, in whole or in part, if the parties are able to successfully mediate the underlying disputes; and second, the Debtors' extreme and antagonistic approach (culminating in their refusal to extend the relevant litigation deadlines to provide an opportunity for settlement discussions) has driven parties farther from—not closer to—any consensual resolution of the claims at issue. The Exclusivity Motion should thus be denied on this basis as well.

(iii) Adelphia Factor 3: Whether the Debtors are Paying Their Debts as They Become Due (weighs against granting extension)

61. The inability of a debtor to pay its debts as they become due would typically weigh in favor of terminating exclusivity. While the Debtors may nominally be able to pay their debts as they come due in these cases (where the debts implicated largely involve the payment of professional fees), the Debtors have a finite pool of assets and are clearly not generating any "new" proceeds other than those obtained through the monetization of their remaining assets—which has virtually stalled. These cases therefore represent the type of "melting ice cube" scenario that is of particular concern to creditors who would otherwise be entitled to a distribution of the funds that are instead being expended to pay current debts. The professional fees that have been incurred since the Petition Date are of particular concern—approximately $79.7 million has been billed by the Debtors' professionals alone since the Petition Date. Moreover, the Debtors' most recent budget projects that the Debtors will spend approximately [redacted]–a figure that does not account for the extraordinary expense and delay that unsecured creditors will be obligated to bear if the matters

do not settle and all parties exercise their respective appellate rights.[96] The Committee is increasingly of the view that the estates are not receiving a commensurate benefit for the continued expenditure of such significant sums.

62. In addition, the Debtors—who ceased all business operations prior to the Petition Date—have also made the inexplicable decision to maintain a robust suite of costly senior executives.[97] Each month, the Debtors pay $325,000 in senior executive salaries to: (i) Darren Hawkins; (ii) Daniel Olivier; (iii) Tony Carreño; and (iv) Matthew Doheny.[98] The Committee questions why any liquidating debtor would need to retain the services of all of these executives nearly ten months into its chapter 11 case (and indeed without any hope of effectuating a "restructuring" over which a chief restructuring officer would presumably preside, especially given the Debtors' chief restructuring officer's apparent reluctance to engage in cost-saving settlement discussions and focus on losing litigation after litigation against the IBT).

63. In light of the foregoing, this factor does not support an extension of the Debtors' Exclusivity Periods under these circumstances.

(iv) Adelphia Factors 4 and 5: Whether the Chapter 11 Cases are Complex and Have any Unresolved Contingencies (weigh against granting extension)

64. As evidence in support of the fourth *Adelphia* factor that the Debtors' cases are large and complex, the Debtors cite the complexity of the various pending litigation matters, many of which they themselves commenced. Significantly, however, courts have found that the existence of litigation alone is not sufficient to justify an extension and, thus, the facts here simply do not support a finding that this factor has been met. *See In re Southwest Oil Co.*, 84 B.R. 448,

[96] DiDonato Declaration ¶ 18, 28.
[97] *Id.* at ¶ 16.
[98] *Id.*

452 (Bankr. W.D. Tex. 1987) ("[T]he fact that litigation is pending with creditors is not in itself sufficient cause to justify an extension of the exclusivity period."); *see also In re R.G. Pharmacy, Inc.*, 374 B.R. 484, 488 (Bankr. D. Conn. 2007) (denying a debtor's request to extend exclusivity because pending litigation and investigations were not "sufficient to establish the requisite cause for granting an extension[]").

65. For example, in *Southwest Oil,* the court considered a debtor's motion to extend the exclusivity deadline on the basis that ongoing litigation prevented it from formulating a plan. *In re Southwest Oil Co.*, 84 B.R. at 449. The court determined that the litigation did not constitute cause for an extension because (i) the litigation itself was "no more than predictable creditor litigation," (ii) the litigation was initiated by the debtor, who "should not be allowed to substitute a lawsuit for the filing of a plan" and (iii) the debtor had engaged separate litigation counsel, and thus, could not argue that it did not have time to formulate a plan. *Id.* at 452–53. The facts here are highly analogous to those presented in *Southwest Oil* and support a similar finding. More specifically, the IBT Litigation, the WARN Litigation, and the Claims Objections all constitute "predictable" litigation matters involving the Debtors' most significant unsecured creditors, most of the matters were commenced by the Debtors themselves, and at least one of the matters is being pursued by special litigation counsel (Kasowitz).

66. Further, where the litigation at issue is unlikely to be completed within the requested extension period, the litigation on its own similarly does not justify the grant of an extension. *See In re Acceptance Ins. Co.,* No. BK05-80059-TJM, 2008 Bankr. LEXIS 2265, at *2 (Bankr. D. Neb. Aug. 20, 2008) (denying an extension of exclusivity because continuing litigation in the case was unlikely to be completed within the requested timeframe for the extension). Here, absent a settlement, the pending litigations will extend well past the 90-day extension requested

by Debtors, which would terminate on September 2, 2024. In fact, only the SFA MEPP claims, which are scheduled to be tried in early August, could even potentially be resolved by September, whereas the Non-SFA MEPP claims will not proceed to trial until late September and the WARN Litigation will not proceed to trial until mid-December. Indeed, if a plan is not proposed and the parties do not settle the disputed matters, the Committee understands that most if not all of the parties involved in each of the disputed matters intend to exhaust all appellate rights, including appealing relevant rulings to the U.S. Supreme Court. As such, the mere existence of pending litigation should not be permitted to delay the development and prosecution of a plan and/or the Debtors' exit from chapter 11. Any litigation that remains outstanding at the time of confirmation can be transferred to a liquidation trust and resolved on a post-confirmation/post-effective date basis.

67. In addition, although the size and complexity of a case are relevant considerations, this factor cannot warrant an extension on its own even if the Court were otherwise inclined to find that these Chapter 11 Cases remain large and complex as of the date hereof. *See*, *e.g.*, *In re Pub. Serv. Co. of N.H.*, 88 B.R. 521, 537 (Bankr. D.N.H. 1988) ("[S]ize and complexity must be accompanied by other factors . . . to justify extension of plan exclusivity . . ."); *see also Official Comm. of Unsecured Creditors v. Henry Mayo Newhall Mem'l Hosp. (In re Henry Mayo Newhall Mem'l Hosp.),* 282 B.R. 444, 452 (B.A.P. 9th Cir. 2002) (recognizing as "debunked" the view that complex cases require extended exclusivity). Indeed, when courts view this factor as supporting an extension, the complexity of the cases is generally extreme. *See, e.g. In re Manville Forest Prods. Corp.*, 31 B.R. 991, 995 (S.D.N.Y. 1983) ("[t]he sheer mass, weight, volume and complication of the Manville filings undoubtedly justify a shakedown period"); *In re McLean*

Indus., Inc., 87 B.R. 830, 835 (Bankr. S.D.N.Y. 1987) ("[T]he complex nature and the size and volume of proceedings in related cases can constitute cause for the extension of exclusivity[.]").

68. Notwithstanding their stated position, the Debtors effectively concede through the Exclusivity Motion that these cases are no longer complex. *See* Exclusivity Motion ¶ 2 (discussing how most of the Debtors' assets have been sold off and how all secured debt has been eliminated); Exclusivity Motion ¶ 4 (discussing how the claims pool continues to be reconciled and how pension plans have been merged); Exclusivity Motion ¶ 9 (discussing the Debtors' many accomplishments in these Chapter 11 Cases). Indeed, these cases are simply not complex—the Debtors are non-operating entities and a majority of the Debtors' assets have now been sold. Any perceived complexity inherent in the Debtors' pending litigation can easily be addressed by the establishment of a liquidation trust under a plan, which would drastically reduce the number of advisors currently looking to these estates for payment. Accordingly, the Exclusivity Periods should be terminated to allow the Committee to do that which the Debtors have thus far refused to do—formulate and prosecute a chapter 11 plan.

69. The Debtors do not expressly address the fifth *Adelphia* factor of whether unresolved contingencies exist. To the extent the Debtors rely on unresolved litigation, such reliance is misplaced and not a valid justification for the requested relief. Instead, this factor turns on whether "there are [any] unresolved contingencies that must occur before [the debtor] can propose a plan[,]" which "refers to some event external to the case that must occur or not occur in order for the case to succeed," such as the resolution of non-bankruptcy litigation. *In re GMG Capital Partners III, L.P.*, 503 B.R. at 603 (citation omitted). The Debtors have not offered any evidence of unresolved litigation that would preclude them from proposing a plan. As noted above,

any pending litigation can and should be transferred to a liquidation trust. Accordingly, this factor similarly does not support the Debtors' requested relief.

(v) Adelphia Factors 6 and 7: Whether the Debtors Have Had Sufficient Time to Negotiate a Plan and the Existence of Good Faith Progress Toward Reorganization (weigh against granting extension)

70. These Chapter 11 Cases have been pending for approximately ten months, during which time the Debtors have had ample opportunity to commence (and indeed conclude) negotiations over the terms of a consensual plan but to date have declined to do so. Courts routinely deny extensions of exclusivity in cases where the debtors have not shown progress toward a plan. *In re New Meatco Provisions, LLC*, Case No. 2:13-bk-22155, 2014 WL 917335, at *3 (Bankr. C.D. Cal. Mar. 10, 2014) (granting motion to terminate exclusivity where, among other things, "there is little credible evidence upon which the court can base a finding that [the debtor] will either make further progress in negotiating with creditors or be able to present a plan of liquidation that has creditor support and a prospect at confirmation within a reasonable period of time"); *In re New Millennium Mgmt., LLC*, No. 13-35719-H3-11, 2014 WL 792115, at *7 (Bankr. S.D. Tex. Feb. 25, 2014) (rejecting the debtor's motion to extend exclusivity period, pointing to the lack of progress made when denying exclusivity, where the debtor had sufficient time to negotiate a plan, but had not done so, had made little progress toward reorganization and had not demonstrated reasonable prospects for filing a viable plan); *In re Public Svc. Co. of N.H.*, 99 B.R. 155, 175–77 (Bankr. D.N.H. 1989) (denying the motion to extend exclusivity when the court considered that the stalemate between the debtor and a creditor would not promote a consensual plan within a reasonable time frame).

71. The Debtors' extensive litigation efforts have been addressed at length in the preceding sections of this Objection. Notwithstanding those efforts, the Debtors undoubtedly have the capacity and the capability to dual or even triple-track a number of different work-streams to

minimize the timeline and costs of these cases. These work-streams could and should include settlement discussions with the parties they are litigating against, efforts to accelerate the monetization of the Debtors' remaining assets and the development of a liquidating chapter 11 plan that utilizes those monetization strategies to effectuate plan distributions in accordance with the absolute priority rule.

72. The Debtors have clearly had sufficient time to advance a chapter 11 plan process that would bring these cases to conclusion, but they simply have not done so. Therefore, this factor has not been satisfied and the Exclusivity Periods should be terminated.

(vi) Adelphia Factor 8: Whether the Debtors Have Demonstrated Reasonable Prospects for Filing a Viable Plan (weighs against granting extension)

73. As described above in connection with other factors, the Debtors have not demonstrated that they possess the ability, within any reasonable time frame, to propose a plan of liquidation and secure the necessary creditor support to confirm any such plan. Indeed, in the Exclusivity Motion, the Debtors are unable to offer, let alone commit, to ***any*** timeline for a plan and simply say "the Debtors intend to do so as soon as they are able."[99] Given that the Debtors have made no progress—demonstrable or otherwise—in proposing a viable plan, this factor similarly supports termination of the Exclusivity Periods. Indeed, a simple waterfall plan that complies with the absolute priority rule is relatively easy to construct and prosecute on a reasonable time frame. Of course, the Debtors know that to obtain the acceptance of such a plan, the votes of unsecured creditors would be required and, while unsecured creditors undoubtedly would vote to accept a waterfall plan, they also would want to select the independent fiduciary that would be the liquidating trustee. Could it be that the Debtors are not filing a plan because they want to pursue their own agenda, one that is not in accord with basic tenets upon which the Bankruptcy Code is

[99] Exclusivity Motion ¶ 8.

based: negotiation, compromise and maximization of value? *See In re World Health Alternatives, Inc.*, 344 B.R. 291, 296 (Bankr. D. Del. 2006) (holding that "[s]ettlements are generally favored in bankruptcy" because "[t]hey minimize litigation and expedite administration of the estate[]"); *see also In re Martin*, 91 F.3d 389, 393 (3d Cir. 1996) (holding the same); *Key3Media Grp., Inc. v. Pulver.com, Inc. (In re Key3Media Grp., Inc.)*, 336 B.R. 87, 93 (Bankr. D. Del. 2005) (noting that "to minimize litigation and expedite the administration of a bankruptcy estate, compromises are favored in bankruptcy"). This factor weighs against extending the Exclusivity Periods.

(vii) Adelphia Factor 9: The Length of Time the Cases Have Been Pending (weighs against granting extension)

74. The Debtors' Chapter 11 Cases have been pending for almost ten months and this is the Debtors' ***third*** request for an extension of their Exclusivity Periods. The Committee notes, yet again, that there has been no progress of any kind towards a plan of liquidation and the Debtors can no longer point to their robust sale processes to support a further extension.[100] Moreover, the Debtors' proposed extension would extend the Exclusivity Periods more than a year beyond the Petition Date, which highlights the length of time these cases have been pending. These circumstances therefore do not support an extension of the Debtors' Exclusivity Periods. *See e.g.*, *In re GMG Capital Partners III, L.P.*, 503 B.R. at 601 (denying the debtor's first motion to extend exclusivity and noting that the debtor had sufficient time to formulate a plan); *In re New*

[100] *See Motion of Debtors for Entry of an Order (I) Extending the Debtors' Exclusive Periods to File a Chapter 11 Plan and Solicit Acceptances Thereof Pursuant to Section 1121 of the Bankruptcy Code* [ECF No. 2131] ¶ 1 ("On December 12, 2023, following a robust postpetition marketing process and a tremendously successful auction, the Court entered an order approving the sale of one-hundred and thirty (130) properties—approximately three-quarters of Yellow's owned real estate portfolio . . . allowing the Debtors to pay off the B-2 Term Loan and the Prepetition ABL Facility following the closing of those sales. In addition, on January 12, 2024, following another robust postpetition marketing process and tremendously successful auction, the Court entered an order approving the sales of twenty-three (23) leased properties to six (6) winning bidders for an aggregate purchase price of approximately $90 million[.]"); *Id*. at ¶ 2 ("Despite these monumental achievements, there remains substantial work to be done . . . . By way of example, the Debtors are in the midst of . . . continuing the marketing and sale process for approximately 160 remaining owned and leased properties[.]").

Millennium Mgmt., LLC, 2014 WL 792115, at *7 (Bankr. S.D. Tex. Feb. 25, 2014) (rejecting debtor's first motion to extend exclusivity as the debtor had sufficient time to negotiate a plan, but had not done so).

C. Denying the Exclusivity Motion Will Move the Cases Forward for the Benefit of the Estates and Will Not Prejudice the Debtors.

75. The factors recited above each weigh against granting the Debtors' requested extension under the circumstances of these Chapter 11 Cases. While these factors are all significant in the Court's consideration of the Exclusivity Motion, a "primary consideration" in determining whether to terminate exclusivity is whether doing so will "facilitate moving the case forward." *In re Dow Corning Corp.*, 208 B.R. at 670; *In re Adelphia Communications Corp.*, 352 B.R. at 590 ("[T]he test is better expressed as determining whether terminating exclusivity would move the case forward materially, to a degree that wouldn't otherwise be the case."); *see also In re Pliant Corp.*, Case No. 09-10443(MFW), Hr'g Tr. at 228:13-230:6 (Bankr. D. Del. June 30, 2009) [ECF No. 765] (denying an exclusivity extension and finding there may be value in pressing two competing plans). There can be no doubt that terminating exclusivity is in the interests of moving these Chapter 11 Cases forward.

76. The Committee is prepared to propose its own liquidating plan to bring these cases to conclusion. All of the remaining activity in the Chapter 11 Cases directly impacts recoveries to unsecured creditors. Therefore, the Committee and unsecured creditors (whose interests the Committee represents) have the highest degree of motivation to propose a viable liquidating plan. The Committee is ready for the plan process to commence and is willing to lead the charge. The process is not complex—a liquidating plan will be straightforward and can be prepared in a relatively short period of time. Denying the Debtors' requested extension will allow the Committee to move swiftly and progress these Chapter 11 Cases towards conclusion.

77. In addition, it is well established that terminating the Debtors' Exclusivity Periods will not prejudice the Debtors. *In re All Seasons Industries, Inc.*, 121 B.R. at 1005 (noting that terminating exclusivity "affords creditors their right to file the plan; there is no negative effect upon the debtor's co-existing right to file its plan"); *In re Mother Hubbard, Inc.*, 152 B.R. 189, 195 (Bankr. W.D. Mich. 1993) (holding that termination of exclusivity is not prejudicial to the debtor because the debtor retains the ability to attempt to confirm its own plan); *In re Grossinger's Assocs.*, 116 B.R. 34, 36 (Bankr. S.D.N.Y. 1990) (holding that termination of exclusivity does not foreclose the debtor from proposing a plan, it only means that the right to propose a plan will not be exclusive with the debtor); *In re R.G. Pharmacy, Inc.*, 374 B.R. 484, 488 (Bankr. D. Conn. 2007) ("The fact that the debtor no longer has the *exclusive* right to file a plan does not affect its concurrent right to file a plan." (emphasis in original)).

78. The Debtors and their unsecured creditors are the only constituencies that are necessary for plan negotiations, though the Committee encourages MFN's participation. This is a unique opportunity that is not present in other cases with complex capital structures and various tranches of secured debt. Because these Chapter 11 Cases essentially constitute a liquidation proceeding that is now being pursued for the benefit of unsecured creditors, there is no rational reason for the Debtors to maintain sole control over the plan process. *In re Crescent Beach Inn, Inc.*, 22 B.R. 155, 161 (Bankr. D. Me. 1982) (holding that shortening exclusive periods to permit parties in interest to file a plan was in the "interests of all creditors and the interests of the debtor").

79. As the Debtors will not be prejudiced by allowing other parties to propose a plan at this stage, and in light of the other reasons set forth herein, the Debtors' Exclusivity Motion should be denied.

RESERVATION OF RIGHTS

80. This Objection is submitted without prejudice to, and with a full reservation of, the Committee's rights, claims, defenses and remedies, including the right to amend, modify or supplement this Objection, including based on the results of discovery and to introduce evidence at any hearing relating to the Exclusivity Motion and without in any way limiting any other rights of the Committee to further object to the Exclusivity Motion, on any grounds, as may be appropriate.

CONCLUSION

WHEREFORE, the Committee respectfully requests that the Court deny the relief requested in the Exclusivity Motion and grant such other relief as is just, proper and equitable.

Date: May 28, 2024
Wilmington, Delaware

BENESCH, FRIEDLANDER, COPLAN & ARONOFF LLP

/s/ John C. Gentile

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Counsel to the Official Committee of Unsecured Creditors of Yellow Corporation, et al.

EXHIBIT 2

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
YELLOW CORPORATION, *et al.*,[1]	Case No. 23-11069 (CTG)
	(Jointly Administered)
Debtors.	**RE: D.I. 3511**

DECLARATION OF JOHN C. DIDONATO IN SUPPORT OF THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS' OBJECTION TO THE MOTION OF DEBTORS FOR ENTRY OF AN ORDER (I) EXTENDING THE DEBTORS' EXCLUSIVE PERIODS TO FILE A CHAPTER 11 PLAN AND SOLICIT ACCEPTANCES THEREOF PURSUANT TO SECTION 1121 OF THE BANKRUPTCY CODE AND (II) GRANTING RELATED RELIEF

I, John C. DiDonato, pursuant to 28 U.S.C. § 1746, hereby declare that the following is true and correct to the best of my knowledge, information, and belief:

1. I am a Managing Director of Huron Consulting Services LLC ("Huron") and have led its Business Advisory practice for the past 17 years. Huron has been retained by the Official Committee of Unsecured Creditors (the "Committee") of the above-captioned debtors and debtors in possession (the "Debtors") as its financial advisor in these chapter 11 cases (the "Chapter 11 Cases") pursuant to the *Order Authorizing the Official Committee of Unsecured Creditors of Yellow Corporation, et al. to Retain and Employ Huron Consulting Services LLC, Nunc Pro Tunc to August 21, 2023* [ECF No. 761] (the "Retention Order").

2. Huron is a consulting firm that specializes in, among other things, bankruptcy and restructuring consulting, interim management, and financial and transformation consulting to

[1] A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at https://dm.epiq11.com/YellowCorporation. The location of the Debtors' principal place of business and the Debtors' service address in these chapter 11 cases is: 11500 Outlook Street, Suite 400, Overland Park, Kansas 66211.

financially troubled companies and their creditors and stakeholders. Huron provides high-quality advisory support services to clients in connection with both out-of-court and in-court chapter 11 restructurings, including advice related to (a) general corporate finance, (b) liquidity management, (c) mergers, acquisitions, and divestitures, (d) corporate restructurings, (e) special committee assignments, and (f) capital raising.

3. I have more than 35 years of experience in working with companies that have operated in chapter 11 and in providing restructuring advisory services. Prior to Huron, I was president of Glass & Associates, Inc. ("Glass"), a boutique restructuring and turnaround advisory firm focused on debtor and creditor advisory services, both in and out of court. Glass was subsequently acquired by Huron. Prior to that, I held roles at Price Waterhouse and Grant Thorton LLP. I graduated from Pennsylvania State University with a B.S. in Accounting, and I am a Certified Turnaround Professional. I was formerly a Certified Public Accountant and Certified Managerial Accountant. I have been involved in numerous cases involving reorganizations, liquidations, sales of business segments and operating assets, capital raising, and integrations. I have provided guidance to hundreds of financially-challenged entities and their creditors, maneuvering through both out-of-court and court-supervised restructurings. During my career, I have worked on over 100 engagements for debtors, functioning for many as a chief restructuring advisor, chief restructuring officer or chief transformation officer. My expertise encompasses a wide range of industries, including transportation, logistics, distribution, retail and consumer goods, automotive & heavy truck, aerospace, engineering and construction, exploration and production of oil, metals manufacturing, machining, and equipment leasing among many others. Moreover, throughout my crisis management career, I have raised more than $1.0 billion in replacement and exit financing.

4. I and my team also have extensive experience advising secured and unsecured creditors. Huron frequently is retained by unsecured creditor committees, commercial banks and private credit lenders in connection with distressed situations. In addition to this engagement, Huron has recently served as financial advisor to the unsecured creditor committees of Lordstown Motors Corp and Cox Operating LLC.

5. Through my role as a financial advisor for the Committee, I, along with my colleagues, have worked at length to familiarize ourselves with the Debtors' day-to-day operations, liquidation efforts, financial performance, business affairs, and books and records. I have, among other things, reviewed the *Motion of Debtors for Entry of an Order (I) Extending the Debtors' Exclusive Periods to File a Chapter 11 Plan and Solicit Acceptances Thereof Pursuant to Section 1121 of the Bankruptcy Code and (II) Granting Related Relief* [ECF No. 3433] (the "Exclusivity Motion"), the Debtors' liquidity forecasts and budgets, cash receipt and disbursement activity, staffing reports, asset monetization and disposition plans, claims analyses, monthly operating reports, and ongoing wind-down activities. I also regularly communicate with the Debtors' advisors, including participating in recurring meetings with the Debtors' financial advisor, Alvarez & Marsal North America, LLC ("A&M").

6. The statements in this declaration are, except where specifically noted, based on: (a) my personal knowledge, belief, or personal judgment; (b) information I have received from the Debtors' advisors or my colleagues at Huron working directly with me or under my supervision, direction, or control; or (c) the Debtors' books and records.

7. I submit this declaration in support of *The Official Committee of Unsecured Creditors' Objection to the Motion of Debtors for Entry of an Order (I) Extending the Debtors'*

Exclusive Periods to File a Chapter 11 Plan and Solicit Acceptances Thereof Pursuant to Section 1121 of the Bankruptcy Code and (II) Granting Related Relief [ECF No. __].

8. I am not being compensated specifically for my testimony other than through payments received by Huron as a professional retained by the Committee as its financial advisor in these Chapter 11 Cases, as set forth in the Retention Order and *Notice of Rate Increase of Huron Consulting Services LLC as Financial Advisor to the Official Committee of Unsecured Creditors of Yellow Corporation, et al., Nunc Pro Tunc to August 21, 2023* [ECF No. 1356].

9. I am authorized to submit this Declaration on behalf of the Committee. I am over twenty-one years of age and, if called upon to testify, I would testify competently to the facts set forth in this Declaration.

The Debtors' Assets

10. On July 30, 2023, the Debtors ceased operations. Subsequently, the Debtors have conducted a series of auctions and other sales to monetize their assets, which, as of the commencement of the Chapter 11 Cases, were largely comprised of 174 owned (collectively, the "Owned Real Estate") and 145 leased (collectively, the "Leased Real Estate") real properties and approximately 65,000 units of rolling stock (collectively, the "Rolling Stock").

11. On February 8, 2024, the Debtors announced that they had utilized a significant portion of the sale proceeds received as of such date to satisfy, in full, all outstanding prepetition and postpetition funded secured indebtedness, totaling approximately $1.6 billion in debt obligations.

12. I understand from the Committee's advisors at Miller Buckfire that, as of the date of this declaration, the Debtors still have approximately 25% of the Owned Real Estate,

approximately 50% of the Leased Real Estate, and approximately 66% of the Rolling Stock remaining to be sold or monetized.

13. As of May 10, 2024, the Debtors have [redacted] in cash on hand and [redacted] in outstanding accounts receivable.

The Debtors' Headcount, Costs and Professional Fee Burn

14. Despite ceasing operations nearly ten months ago, as of May 6, 2024, the Debtors still employ a staff of 275 employees, including approximately 233 full-time employees and 42 flex-time employees. These employees' monthly salaries total approximately $2.5 million, exclusive of incremental benefit and/or non-wage employee costs.

15. Of the 233 full-time employees, 107 are, according to the Debtors, employed in operational roles at one or more of the remaining Owned Real Estate or Leased Real Estate terminals. Although the Debtors have provided high-level information outlining the work that broad categories of employees have been assigned to perform, Huron has asked the Debtors repeatedly for more specific information that would enable Huron to understand the specific responsibilities and work being performed by the remaining workforce, *i.e.*, a mapping of the employees to their primary workstreams. To date, however, the Debtors have failed to provide any such information. In addition to the unknown utilization of the remaining employees, the Debtors also [redacted].

16. The Debtors also continue to employ a suite of senior executives, with total annual salaries of $3.9 million (or $325,000 per month) and have incurred prepetition retention bonus

obligations totaling approximately $2.3 million. The salary and bonuses of certain of the Debtors' senior executives as of May 20, 2024, are set forth below:[2]

Name	Position	Salary	Bonus
Darren Hawkins	CEO	$1.3m	$0.6m
Daniel Olivier	CFO	0.5m	0.5m
Tony Carreño	SVP, Treasury, Investor Relations	0.3m	0.2m
Matthew Doheny	CRO	1.8m	1.0m
	Total	$3.9m	$2.3m

As with the Debtors' other employees, and despite Huron's repeated requests for more information, the Debtors have failed to provide Huron with a satisfactory justification for the continued employment of these executives, particularly in light of the progress made to date in liquidating the Debtors' assets.

17. The Debtors' aggregate postpetition employee compensation, however, is far surpassed by the Debtors' postpetition professional fees incurred to date. As reflected in the chart on the following page, the Debtors' professional fees billed to date total $79,733,468.13, and the Committee's professional fees billed to date total $20,569,307.88:

[2] The Debtors' EVP, General Counsel and Secretary, Leah Dawson, is listed as a part-time employee paid at an hourly rate.

Name of Firm	Role	Time Period	Amount Billed
Debtors' Professionals			
Kirkland & Ellis LLP	Counsel to the Debtors	August 2023 – March 2024	$26,179,079.07
Ducera Partners LLC	Investment Banker to the Debtors	August 2023 – April 2024	$25,389,733.04
Alvarez & Marsal North America, LLC	Financial Advisor to the Debtors	August 2023 – March 2024	$13,921,178.33
Kasowitz Benson Torres LLP	Special Litigation Counsel to the Debtors	August 2023 – March 2024	$6,839,421.62
Ernst & Young LLP	Tax Services Provider to the Debtors	August 2023 – April 2024	$3,822,816.13
Pachulski Stang Ziehl & Jones LLP	Counsel to the Debtors	August 2023 – April 2024	$1,734,170.69
KPMG LLP	Audit Services Provider to the Debtors	August 2023 – April 2024	$926,166.50
Goodmans LLP	Canadian Restructuring Counsel to the Debtors	August 2023 – January 2024	$920,902.75
Total (Debtors' Professionals)			**$79,733,468.13**
Committee's Professionals			
Akin Gump Strauss Hauer & Feld LLP	Counsel to the Committee	August 2023 – March 2024	$14,206,951.18
Huron Consulting Services LLC	Financial Advisor to the Committee	August 2023 – February 2024	$4,455,479.08
Miller Buckfire	Investment Banker to the Committee	August 2023 – January 2024	$1,068,493.11
Benesch, Friedlander, Coplan & Aronoff LLP	Counsel to the Committee	August 2023 – March 2024	$838,384.51
Total (Committee's Professionals)			**$20,569,307.88**
Total (All Debtor and Committee Professionals)			**$100,302,776.01**

18. Further, under the Long-Term Budget prepared by the Debtors and sent to the Committee's advisors on April 11, 2024 (the "Long-Term Budget"), the Debtors further assume [redacted].

19. The Debtors' financial advisors have acknowledged that professional fee cash consumption has the potential to be substantially higher than what is currently included in the Long-Term Budget. I further understand that this forecasted professional fee cash usage is an

estimate based on current circumstances but may be significantly higher if litigation activity escalates. I further understand that, given the nature of the disputes and the significant dollar amounts at issue, virtually all of the parties to these disputes have indicated that they intend to pursue all appellate rights absent settlement.

Equity Holders Are Unlikely to Recover Under the Debtors' Current Assumptions

20. Based on the information provided to Huron by the Debtors, in my opinion, it is extremely unlikely that unsecured creditor claims will be paid in full, and therefore equity holders are almost certainly out of the money. Under the Long-Term Budget, [redacted][3] [redacted][4]

[redacted]

[3] [redacted]

21. The Debtors have provided estimated ranges for administrative, secured and priority claims ("SPA Claims") on a Professionals' Eyes Only ("PEO") basis to the Committee's advisors as follows:

a. **Administrative Claims** – [redacted]

b. **Secured Claims** – [redacted]

c. **Priority Claims** – [redacted]

22. Various creditors also have asserted claims under the federal Worker Adjustment and Retraining Notification Act of 1988 and state law analogs (collectively, the "WARN Act", and such claims, the "WARN Act Claims"). The Debtors have estimated the total union-related WARN Act Claims asserted are approximately $244 million.[6] For purposes of this analysis and solely for illustrative purposes, I assume that the total allowable WARN Act Claims are zero.

23. [redacted]

24. For purposes of my analysis, I have separated general unsecured claims ("GUCs") filed in these Chapter 11 Cases into two categories: (1) GUCs subject to, or expected to be subject to, litigation (collectively, "Litigation GUCs"); and (2) non-litigation related GUCs, *i.e.*, accounts payable claims, former customer claims, contract rejection damage claims, trade creditor claims, etc. (collectively "Non-Litigation GUCs").

[6] *Declaration of Brian Whittman in Support of the Debtors' Third, Fourth, and Fifth Omnibus (Substantive) Objection to Proofs of Claim for WARN Liability* [ECF No. 2579].

25. The Litigation GUCs, as filed, have been asserted in the approximate amount of $10.6 billion and are comprised of the following:[7]

Claim Category	Claim Amount	Proof(s) of Claim # / Source
Single Employer Plans	$ 206,098,885	16527, 16446, 16439, 16523, 16537, 16473, 16423, 16533, 16539
New York State Teamsters Withdrawal Liability	832,936,718	4489-4512
Non-SFA MEPP Withdrawal Liability	840,063,338	*See, e.g.*, 18617, 160, 17474, 17510, 13913, 4480, 18620, 15906
SFA MEPP Withdrawal Liability (excl. NYS Teamsters and Central States)	858,620,765	*See, e.g.*, 14941, 5505, 18200, 14718, 15001, 15727, 16895, 14722, 16705
Central States Contractual Guarantee Letter	917,028,152	4337
DOJ Environmental	2,134,313,629	19439
Central States Withdrawal Liability	4,827,470,744	4312-35
Total	**$10,616,532,231**	

The Debtors have not provided any estimates of the expected allowed amounts of the Litigation GUCs.

26. The Debtors estimate that the Non-Litigation GUCs will be allowed in an amount [redacted]

[7] Although not reflected in the analysis above, the International Brotherhood of Teamsters also has asserted claims against the Debtors totaling in excess of $3 billion (*see* claim nos. 17248, 17253, 17258, and 17261). To date, the Debtors have not objected to these claims. These claims will, however, also need to be paid (or successfully objected to) before equity holders are entitled to receive a recovery.

[redacted]

27. As stated in paragraph 23, using the high end of the Debtors' most recent assumptions, [redacted].

28. Stated differently, the Debtors would need to prevail on virtually all of their pending challenges to all of the WARN Act Claims and the Litigation GUCs aside from the Single Employer Plan claims before any value would potentially be available for a return to equity holders. Even this scenario does not account for either (i) the claims asserted by the International Brotherhood of Teamsters, or (ii) claims for postpetition interest, both of which would need to be satisfied before value would be available for equity holders. Based on my experience and the facts of these cases, I believe it is very unlikely that the Debtors will reduce their allowed claims pool to such an extreme degree. Furthermore, I believe that the costs to litigate each of the disputed

matters to conclusion, inclusive of appellate rights, would cost these estates, and their unsecured creditors, tens if not hundreds of millions of dollars over multiple years.

Dated: May 28, 2024

/s/ *John C. DiDonato*
John C. DiDonato

EXHIBIT 3

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
YELLOW CORPORATION, *et al.*,[1]	Case No. 23-11069 (CTG)
	(Jointly Administered)
Debtors.	**RE: D.I. 3511**

DECLARATION OF JOHN D'AMICO IN SUPPORT OF THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS' OBJECTION TO THE MOTION OF DEBTORS FOR ENTRY OF AN ORDER (I) EXTENDING THE DEBTORS' EXCLUSIVE PERIODS TO FILE A CHAPTER 11 PLAN AND SOLICIT ACCEPTANCES THEREOF PURSUANT TO SECTION 1121 OF THE BANKRUPTCY CODE AND (II) GRANTING RELATED RELIEF

I, John D'Amico, pursuant to 28 U.S.C. § 1746, hereby declare that the following is true and correct to the best of my knowledge, information, and belief:

1. I am a Managing Director of the advisory and investment banking firm of Miller Buckfire. Stifel, Nicolaus & Co., Inc., the primary investment banking and broker-dealer subsidiary of Stifel Financial Corp., uses the trade name "Miller Buckfire" for its restructuring-focused investment banking practice.

2. Miller Buckfire has been retained by the Official Committee of Unsecured Creditors (the "Committee") of the above-captioned debtors and debtors in possession (the "Debtors") as its investment banker in these chapter 11 cases (the "Chapter 11 Cases") pursuant to the *Order Authorizing the Official Committee of Unsecured Creditors of Yellow Corporation,*

[1] A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at https://dm.epiq11.com/YellowCorporation. The location of the Debtors' principal place of business and the Debtors' service address in these chapter 11 cases is: 11500 Outlook Street, Suite 400, Overland Park, Kansas 66211.

et al. to Retain and Employ Miller Buckfire as Investment Banker, Nunc Pro Tunc to August 21, 2023 [ECF No. 764] (the "Retention Order").

3. Miller Buckfire is a leading investment bank that provides strategic and financial advisory services in large-scale corporate restructuring transactions. Miller Buckfire and its professionals have extensive experience in providing such services to financially distressed companies and to creditors, equity holders, and other constituencies in reorganization proceedings and complex financial restructurings, both in- and out-of-court.

4. I have over 20 years of experience, most of which has involved complex restructuring transactions. I have been employed by Miller Buckfire since 2019. Previously, I was a senior member of the Restructuring and Recapitalization Group of Jefferies LLC. Before Jefferies LLC, I was employed for over five years at Clear Channel Communications ("Clear Channel"), where I was a Director of Business Development responsible for strategic planning and execution of strategic initiatives. My role at Clear Channel included the evaluation and execution of M&A transactions, the evaluation and execution of acquisitions and divestitures of real estate assets, analysis of new real estate development projects, and the evaluation and negotiation of lease agreements and joint ventures. Prior to joining Clear Channel, I was an investment banking analyst at ING Barings Furman Selz.

5. My experience includes advising clients on restructuring, M&A, and financing transactions. In particular, I have provided services to debtors and other constituencies, including official committees of unsecured creditors, in numerous bankruptcy cases and out-of-court transactions, including, among others: Invacare; Argo Blockchain; Gibson Brands; Vertellus Specialties, Inc.; K-V Pharmaceuticals; EveryWare Global; Sager Creek; Classic Party Rentals; Velti plc; Agera Energy; Proterra; Vital Pharmaceuticals; Compute North; GNC Holdings; Sable

Permian Resources; Dean Foods; Alpha Media; iHeart Media; Claire's Stores; Momentive Performance Materials; M&G Chemicals; Caesars Entertainment Operating Company; Eastman Kodak; Innkeepers USA Trust; MSR Resorts; Aventine Renewable Energy; Mallinckrodt plc; Washington Prime Group; Frontier Communications; Abitibi-Bowater; Highland Hospitality; Accuride; and Great Atlantic & Pacific Tea Company.

6. I graduated from the University of Michigan with a B.B.A from the Ross School of Business and also received an M.B.A. from the Stern School of Business at New York University. I hold the following securities industry licenses from the Financial Industry Regulatory Authority: Series 7, 24 and 63.

7. I submit this declaration in support of *The Official Committee of Unsecured Creditors' Objection to the Motion of Debtors for Entry of an Order (I) Extending the Debtors' Exclusive Periods to File a Chapter 11 Plan and Solicit Acceptances Thereof Pursuant to Section 1121 of the Bankruptcy Code and (II) Granting Related Relief* [ECF No. __]. The statements in this declaration are, except where specifically noted, based on: (a) my personal knowledge, belief, or personal judgment; (b) information I have received from the Debtors' advisors or my colleagues at Miller Buckfire working directly with me or under my supervision, direction, or control; or (c) the Debtors' books and records.

8. I have, among other things, reviewed the *Motion of Debtors for Entry of an Order (I) Extending the Debtors' Exclusive Periods to File a Chapter 11 Plan and Solicit Acceptances Thereof Pursuant to Section 1121 of the Bankruptcy Code and (II) Granting Related Relief* [ECF No. 3433], liquidity forecasts and budgets, the Debtors' asset monetization and disposition plans, and ongoing wind-down activities. I also regularly communicate with the Debtors' advisors, including with: (i) the Debtors' investment banker, Ducera Partners LLC ("Ducera"); and

(ii) Ritchie Bros. Auctioneers and Nations Capital (collectively, "Ritchie Brothers"), the third-party broker the Debtors have retained to manage the sale of the Rolling Stock (as defined below). Through this work and in my role as an investment banker for the Committee, I, along with my colleagues, have become intimately familiar with the Debtors' past and projected efforts to monetize their assets.

9. I am not being compensated specifically for my testimony other than through payments received by Miller Buckfire as a professional retained by the Committee as its investment banker in these Chapter 11 Cases, as set forth in the Retention Order.

10. I am authorized to submit this declaration on behalf of the Committee. I am over twenty-one years of age and, if called upon to testify, I would testify competently to the facts set forth in this declaration.

The Debtors' Asset Monetization Process

11. The Debtors filed chapter 11 bankruptcy petitions on August 6, 2023, and continuing into August 7, 2023 (together, the "Petition Date") with the stated goal of executing a sale process for all of their assets. As of the Petition Date, upon information and belief, the Debtors' assets included 174 owned (collectively, the "Owned Real Estate") and 145 leased (collectively, the "Leased Real Estate") real properties and approximately 65,000 units of rolling stock (collectively, the "Rolling Stock").

12. Upon its retention, Miller Buckfire immediately engaged with the Debtors and Ducera regarding asset dispositions and other strategies for maximizing the value of the Debtors' estates for the benefit of all stakeholders in these Chapter 11 Cases.

13. Pursuant to the *Order (I)(A) Approving Bidding Procedures for the Sale or Sales of the Debtors' Assets; (B) Scheduling Auctions and Approving the Form and Manner of Notice*

Thereof; (C) Approving Assumption and Assignment Procedures; (D) Scheduling Sale Hearings and Approving the Form and Manner of Notice Thereof; (II)(A) Approving the Sale of the Debtors' Assets Free and Clear of Liens, Claims, Interests and Encumbrances and (B) Approving the Assumption and Assignments of Executory Contracts and Unexpired Leases; and (III) Granting Related Relief [ECF No. 575] (the "Bidding Procedures Order"), the Debtors held auctions for the majority of their Owned Real Estate and certain of their Leased Real Estate. The auction for the Debtors' Owned Real Estate commenced on November 28, 2023, and took place over four days. The auction for the Debtors' Leased Real Estate commenced on December 18, 2023, and took place over two days. Miller Buckfire attended both auctions and has generally worked closely with Ducera regarding the monetization of the Owned Real Estate and Leased Real Estate. As of the date of this declaration, upon information and belief, the Debtors have sold or otherwise monetized 128 Owned Real Estate properties and 35 Leased Real Estate Properties, for approximately $1.97 billion.

14. It is my understanding that the Debtors intend to retain [redacted], a third-party real estate broker, to conduct a marketing process to solicit interest and manage the monetization of the remaining Owned Real Estate and Leased Real Estate. To date, however, the Debtors have not filed an application to retain [redacted], nor have the Debtors finalized any actionable plan to achieve value-maximizing dispositions of the remaining Owned Real Estate and Leased Real Estate. Rather, the process to monetize the remaining Owned Real Estate and Leased Real Estate remains undefined and to be determined, with limited progress being made on the monetization of such assets in the last four months.

15. Separately, on October 27, 2023, the Court approved the Debtors' retention of Ritchie Brothers with respect to the sale of the Rolling Stock. Ritchie Brothers has held 27 auctions

to date that included Rolling Stock, and the Debtors have also engaged in certain opportunistic sale transactions of Rolling Stock directly with certain counterparties. Miller Buckfire has stayed actively involved in the Rolling Stock monetization process, including having regular and ad hoc meetings with both Ducera and Ritchie Brothers, attending an in-person auction of the Debtors' Rolling Stock on May 23, 2024, and observing online auctions of the Debtors' Rolling Stock. In connection with Miller Buckfire's efforts to oversee the monetization process of the Rolling Stock assets, Miller Buckfire has been kept apprised of the level of buyer interest and buyer activity, buyer feedback and the values of the Rolling Stock assets paid by third parties in auction and direct sale transactions. As of the date of this declaration, the Debtors have completed sales of approximately 34% of the Rolling Stock for gross proceeds of approximately [redacted].

The Debtors' Remaining Assets

16. As of the date of this declaration, the Debtors still have approximately 25% of the Owned Real Estate, approximately 50% the Leased Real Estate, and approximately 66% of the Rolling Stock remaining to be sold or monetized (collectively, the "Remaining Assets").

17. As discussed above, third-party advisors have been engaged, or I understand are about to be engaged, to conduct the monetization process for the Remaining Assets. Miller Buckfire has been actively overseeing the process conducted by Ritchie Brothers [redacted].

18. [redacted]

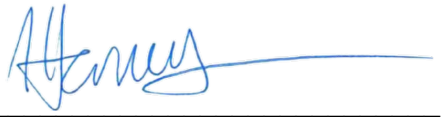
[redacted]

19. [redacted]

Dated: May 28, 2024

/s/ John D'Amico
John D'Amico

THIS IS EXHIBIT "F"
TO THE AFFIDAVIT OF MATTHEW A. DOHENY
SWORN BEFORE ME OVER VIDEOCONFERENCE
THIS 12TH DAY OF JUNE, 2024



Commissioner for Taking Affidavits

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
YELLOW CORPORATION, *et al.*,[1]	)	Case No. 23-11069 (CTG)
Debtors.	)	(Jointly Administered)
	)	**Re: Docket No. 3433**

DEBTORS' MOTION FOR LEAVE TO FILE LATE REPLY IN FURTHER SUPPORT OF MOTION OF DEBTORS FOR ENTRY OF AN ORDER (I) EXTENDING THE DEBTORS' EXCLUSIVE PERIODS TO FILE A CHAPTER 11 PLAN AND SOLICIT ACCEPTANCES THEREOF PURSUANT TO SECTION 1121 OF THE BANKRUPTCY CODE AND (II) GRANTING RELATED RELIEF

The above-captioned debtors and debtors in possession (collectively, the "Debtors") file this motion (the "Motion for Leave") for entry of an order, substantially in the form attached hereto as **Exhibit A** (the "Proposed Order"), granting the Debtors leave to file a late reply (the "Reply") in support of the *Motion of Debtors for Entry of an Order (I) Extending the Debtors' Exclusivity Periods to File a Chapter 11 Plan and Solicit Acceptances Thereof Pursuant to Section 1121 of the Bankruptcy Code and (II) Granting Related Relief* [Docket No. 3433] (the "Exclusivity Motion") that is scheduled for a hearing on June 3, 2024 at 10:00 a.m. (ET) (the "Hearing"). A copy of the Reply is attached hereto as **Exhibit B**. In support of this Motion for Leave, the Debtors respectfully state as follows:

[1] A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at https://dm.epiq11.com/YellowCorporation. The location of the Debtors' principal place of business and the Debtors' service address in these chapter 11 cases is: 11500 Outlook Street, Suite 400, Overland Park, Kansas 66211.

Jurisdiction and Venue

1. The United States District Court for the District of Delaware has jurisdiction over this matter pursuant to 28 U.S.C. § 1334, which was referred to the United States Bankruptcy Court for the District of Delaware (the "Court") under 28 U.S.C. § 157 pursuant to the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated February 29, 2012. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2), and the Debtors confirm their consent pursuant to Rule 9013-1(f) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "Local Rules") to the entry of a final order by the Court in connection with this Motion for Leave to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

2. Venue in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The statutory bases for the relief requested herein are section 105(a) of title 11 of the United States Code (the "Bankruptcy Code") and Local Rule 9006-1(d).

Background

4. On August 6, 2023 (the "Petition Date"), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. These chapter 11 cases have been consolidated for procedural purposes only and are being jointly administered pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedure [Docket No. 169]. The Debtors are managing their businesses and their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. On August 16, 2023, the United States Trustee for the District of Delaware (the "U.S. Trustee") appointed an official committee of unsecured creditors

[Docket No. 269] (the "Committee"). No trustee or examiner has been appointed in these chapter 11 cases.

5. The Debtors filed the Exclusivity Motion on May 20, 2024.

6. To ensure all parties had full notice and due to the federal holiday on Memorial Day on May 27, 2024, the objection deadline for the Exclusivity Motion was set for May 28, 2024 at 4:00 p.m. (ET) (the "Objection Deadline").

7. Pursuant to Local Rule 9029-3(a)(i), the agenda for the Hearing is required to be filed on or before 12:00 p.m. (ET) on May 30, 2024. Accordingly, pursuant to Local Rule 9006-1(d), the deadline for the Debtors to file a Reply (the "Reply Deadline") would be 4:00 p.m. (ET) on May 29, 2024, one day after the Objection Deadline.

Relief Requested

8. The Debtors respectfully request entry of the Proposed Order granting the Debtors leave to file a late Reply in support of the Sale Motion on or before May 31, 2024, at 12:00 p.m. noon (ET).

Basis for Relief

9. Pursuant to Local Rule 9006-1(d), "[r]eply papers by the movant, or any party that has joined the movant, may be filed by 4:00 p.m. prevailing Eastern Time the day prior to the deadline for filing the agenda." Del. Bankr. L.R. 9006-1(d). Parties may file a motion for leave to file a late reply, which shall not require a motion to shorten notice. Id.

10. Here, cause exists to allow the late filing of the Reply. As described above, the Objection Deadline was set for May 28, 2024 at 4:00 p.m. (ET) and the Reply was due one day later on May 29, 2024, pursuant to Local Rule 9006-1(d),

11. Given the timing of the agenda filing deadline, the Objection Deadline and the Hearing, the Debtors require additional time to review and analyze the filed objections and to continue discussions with responding parties, and to prepare and file the Reply. The Debtors submit that no parties will be prejudiced by the filing of a late Reply. Accordingly, the Debtors seek to extend the time to file the Reply on or before May 31, 2024, at 12:00 p.m. noon (ET).

WHEREFORE, the Debtors respectfully request that the Court enter the Proposed Order granting the relief sought herein and grant such other and further relief as may be just and proper.

Dated: May 31, 2024
Wilmington, Delaware

/s/ Laura Davis Jones

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Co-Counsel for the Debtors and Debtors in Possession

Exhibit A

Proposed Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
YELLOW CORPORATION, *et al.*,[1]	)	Case No. 23-11069 (CTG)
Debtors.	)	(Jointly Administered)

ORDER GRANTING DEBTORS' MOTION FOR LEAVE TO FILE LATE REPLY IN FURTHER SUPPORT OF MOTION OF DEBTORS FOR ENTRY OF AN ORDER (I) EXTENDING THE DEBTORS' EXCLUSIVE PERIODS TO FILE A CHAPTER 11 PLAN AND SOLICIT ACCEPTANCES THEREOF PURSUANT TO SECTION 1121 OF THE BANKRUPTCY CODE AND (II) GRANTING RELATED RELIEF

Upon consideration of the *Debtors' Motion for Leave to File a Late Reply in Further Support of Motion of Debtors for Entry of an Order (I) Extending the Debtors' Exclusivity Periods to File a Chapter 11 Plan and Solicit Acceptances Thereof Pursuant to Section 1121 of the Bankruptcy Code and (II) Granting Related Relief*, IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED.

2. The Debtors are permitted to file a late Reply on or before May 31, 2024 at 12:00 p.m. noon (ET), and such Reply shall be deemed timely filed.

[1] A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at https://dm.epiq11.com/YellowCorporation. The location of the Debtors' principal place of business and the Debtors' service address in these chapter 11 cases is: 11500 Outlook Street, Suite 400, Overland Park, Kansas 66211.

Exhibit B

Reply

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
YELLOW CORPORATION, *et al.*,[1]	)	Case No. 23-11069 (CTG)
Debtors.	)	(Jointly Administered)

DEBTORS' REPLY IN SUPPORT OF DEBTORS' MOTION FOR ENTRY OF AN ORDER (I) EXTENDING THE DEBTORS' EXCLUSIVE PERIODS TO FILE A CHAPTER 11 PLAN AND SOLICIT ACCEPTANCES THEREOF PURSUANT TO SECTION 1121 OF THE BANKRUPTCY CODE AND (II) GRANTING RELATED RELIEF

The above-captioned debtors and debtors in possession (collectively, the "Debtors") file this reply in response to the objection [Docket No. 3511] (the "Objection") filed by the Official Committee of Unsecured Creditors (the "Committee") and state as follows in support of the Debtors' motion to extend the exclusive periods to file and solicit acceptances of a chapter 11 plan [Docket No. 3433] (the "Exclusivity Extension Motion"):

Preliminary Statement

1. The Debtors commenced these chapter 11 cases with the same objective they maintain today: to maximize value for the benefit of ***all*** stakeholders. At the outset of these cases, following an unexpected immediate shutdown of the Debtors' businesses and expedited preparation to smoothly land into chapter 11, the Debtors believed that doing so would involve the liquidation of all of their assets. The Court is aware this is an atypical case, which presents a number of novel issues.

[1] A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at https://dm.epiq11.com/YellowCorporation. The location of the Debtors' principal place of business and the Debtors' service address in these chapter 11 cases is: 11500 Outlook Street, Suite 400, Overland Park, Kansas 66211.

2. While the Committee asserts newfound dissatisfaction with the course of these chapter 11 cases, the results speak for themselves. The Debtors filed these cases in August 2023 in a very different position from the Debtors today. Today, the Debtors have repaid all funded debt (thanks to what have been massively successful sale efforts thus far), have $327 million cash on hand that generates over $1 million per month in interest income, and, following a successful contested hearing on the assumption of real property leases, have now secured long-term access to what they believe to be very valuable assets to further monetize. The Debtors have also massively reduced staffing, attempting to minimize costs while retaining the staff necessary to maintain and protect the more than 130 properties and 27,000 pieces of equipment they still control and provide the reporting and diligence required of a company facing thousands of claims efficiently, without excessive reliance on consultants who would cost far more.

3. Following thoughtful and thorough analysis, the Debtors continue to develop avenues to maximize the value of their remaining assets beyond just straight and immediate liquidation, which would likely sacrifice real value that would otherwise benefit all creditors. Such avenues may or may not result in a recovery to equity holders—that is yet unclear. But what is clear is that the Debtors have earned and certainly deserve the protections provided by the Bankruptcy Code to ensure that allowed claims receive the highest recovery possible.

4. The Committee has not only been aware but involved and well-apprised of each and every one of the actions taken by the Debtors. The Committee was "in the room" during the asset sales and sat shotgun during the recent successful lease assumption hearing. The Debtors consulted with the Committee on every claim objection filed in these cases. At no point has the Committee objected to *anything* the Debtors have done.

5. Yet now, in the first substantive filing by the Committee ten months into these chapter 11 cases, the Committee claims that the Debtors are running the estates into the ground and objects to a very reasonable and routine exclusivity extension request. The facts do not bear out the Committee's hyperbole, and instead demonstrate the same effort to maximize value to the estates and distributions to valid, allowed claims, with which the Debtors began these chapter 11 cases. The Committee's actual grievance is that the Debtors refused a "pause" in litigation seeking to disallow large claims filed by individual Committee members. The Debtors declined that request because they believe a "pause" would not benefit *the estate*—but even if it would, declining that Committee request certainly does not justify terminating exclusivity.

6. The Committee is, respectfully, conflicted. It is comprised of eight members,[2] five of which—the IBT, the New York State Teamsters Pension and Health Fund, the Central States, Southeast and Southwest Areas Pension Fund, the Pension Benefit Guaranty Corporation ("PBGC") and a WARN Claimant associated with the pending WARN class action (collectively, the "Litigation Counterparty Members")—are presently parties or amici in active litigation with

[2] The Committee members are: (1) BNSF Railway; (2) Daimler Trucks, N.A.; (3) RFT Logistics LLC; (4) Pension Benefit Guaranty Corporation; (5) International Brotherhood of Teamsters (the "IBT"); (6) Central States, Southeast and Southwest Areas Pension Fund; (the "Central States") (7) New York State Teamsters Pension and Health Fund (the "New York Teamsters"); and (8) Mr. Armando Rivera. *See First Amended Notice of Appointment of Committee of Unsecured Creditors* [Docket No. 3430].

the Debtors related to claim objections,[3] the Debtors' affirmative claims,[4] or both (collectively, the "Active Litigation").[5]

7. The complex and heavily negotiated litigation schedules were approved by this Court in three separate scheduling orders without ***any*** objection from the Committee.[6] And for good reason. The Debtors acknowledge that a "pause" may hold superficial appeal, but the impracticalities of implementing it go much deeper. Even if the Debtors were to agree to the Committees' proposed pause, the Debtors are skeptical that its implementation is possible, given that it would require every other counterparty to the Active Litigation to agree to the same. The terms of the "pause" are also vague and open to interpretation. To date, the Committee has not confirmed that they would be able to deliver such an agreement on behalf of the numerous other litigation counterparties who are not members of the Committee or even that such an idea has been raised with any other party, nor do the Debtors know whether the Court could reschedule three separate trials already scheduled for weeks of time on its calendar.

8. Equally important, the Debtors are not convinced that agreeing to the 30-day pause would have the desired effect of advancing productive settlement negotiations between the Debtors

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[3] *See Debtors' Third Omnibus (Substantive) Objection to Proofs of Claim for WARN Liability* [Docket No. 2576]; *Debtors' Fourth Omnibus (Substantive) Objection to Proofs of Claim for WARN Liability* [Docket No. 2577]; *Debtors' Fifth Omnibus (Substantive) Objection to Proofs of Claim for WARN Liability* [Docket No. 2578]; *Debtors' Seventh Omnibus (Substantive) Objection to Proofs of Claim for Withdrawal Liability* [Docket No. 2595].

[4] *See Yellow Corporation et al. v. International Brotherhood of Teamsters et al.,* 6:2023cv01131 (D. Kan. 2023); *Yellow Corporation, et al. v. International Brotherhood of Teamsters, et al.* 0:2023cv03132 (10th Cir. 2023).

[5] *See Pension Benefit Guaranty Corp. v. Yellow Corp.* (*In re Yellow Corp., et al.*), 1:24-cv-00350-JLH, (D. Del. 2024).

[6] *See Order Scheduling Certain Dates and Deadlines in Connection with the Debtors' Objections to Proofs of Claim Filed by the Pension Funds that Received Special Financial Assistance* [Docket No. 2195], (b) *Order Scheduling Certain Dates and Deadlines in Connection with the Debtors' Seventh Omnibus (Substantive) Objection to Proofs of Claim for Withdrawal Liability* [Docket No. 2961], and (c) *Scheduling Order* [Docket No. 3186] ((a)–(c), collectively, the "Scheduling Orders").

and all relevant litigation counterparties and actually may exacerbate costs if discussions failed and all parties had to "unpause" and reestablish schedules and process.

9. Common sense dictates that a definitive litigation schedule and known trial date only fosters settlement discussions by setting a deadline. The Debtors are absolutely open, willing, and ready to engage, but see no reason that doing so requires pausing, which would inevitably only prolong, the deliberate schedules currently in place and increase costs to the estate.[7]

10. Dual-tracking these workstreams and allowing the Debtors to maintain their exclusive right to propose a plan is the fastest, most cost-effective means to bring these chapter 11 cases to a resolution.[8] Granting the Committee's request to terminate exclusivity would cause extremely expensive chaos and is wholly inconsistent with its stated goals to resolve these chapter 11 cases quickly and efficiently. Termination of the Debtors' exclusivity at this time undoubtedly would lead to mass confusion amongst stakeholders, the very likely request and appointment of an equity committee (and added costs of their advisors), competing chapter 11 plans and disclosure statements and expensive duplicative solicitations, and a highly contested confirmation process. Instead, the Committee wields the Objection in an effort to force the Debtors into a 30-day pause on the Active Litigation—an act that would only benefit five of its members and would affirmatively harm *the estate* (and the thousands of other general unsecured creditors and other stakeholders).

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7 *See* Scheduling Orders.

8 *See In re Aspen Limousine Serv., Inc.*, 187 B.R. 989, 993 (Bankr. D. Colo. 1995), aff'd, 193 B.R. 325 (D. Colo. 1996) ("Underlying the Bankruptcy Code is the general principle that an honest and diligent debtor should be given a first opportunity to get a plan confirmed and do so in the most cost -effective manner possible").

11. A fundamental premise of the Committee's Objection is that the Debtors have not made sufficient progress in developing a potential plan and negotiating it with the Committee.[9] While that argument misstates the legal standard, it is also false.

- Since the real estate auctions in December 2023 and January 2024, the Debtors have worked tirelessly to continue evaluating their remaining assets and potential means of monetizing such, including thoughtful analysis of which leases to assume or reject. The Committee was read into, and indeed did not object to, each and every one of the Debtors' decisions.

- On April 23, 2024, the Debtors presented the Committee's advisors with a potential alternative path to maximizing the value of their lucrative real-estate portfolio, including exploring a subleasing structure.[10]

- In the weeks since April 23, 2024, the Debtors have provided additional information regarding potential alternatives to the Committee's advisors.[11]

- On May 2, 2024, the Debtors and Committee's advisors had a further discussion regarding a potential go-forward subleasing structure and other means of monetization.

- On May 13, 2024, the Committee presented a settlement overture by email to the Debtors and their largest equity holder, but conditioned its willingness to engage with the Debtors further (and its willingness to consensually agree to an extension of the Debtors' exclusivity) upon the Debtors agreement to pause the Active Litigation for at least 30 days.[12]

- On May 16, 2024, the Debtors informed the Committee that they did not think a pause on the Active Litigation was necessary or would be beneficial to the estate or to creditors generally. At the same time, the Debtors informed the Committee that they were actively working on a counterproposal. At no point did the Debtors state or indicate an unwillingness to engage, and the Debtors are in fact actively working on a counterproposal.[13]

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[9] Obj. ¶¶ 43.

[10] Doheny Decl. ¶ 16.

[11] Doheny Decl. ¶ 17.

[12] Obj. ¶ 16; Doheny Decl. ¶ 18.

[13] Doheny Decl. ¶ 19; Obj. ¶ 16.

- On May 28, 2024, the Committee filed its Objection.[14]

12. The Committee of course has a fiduciary responsibility to general unsecured creditors.[15] The Debtors, however, owe a fiduciary duty to ***all*** stakeholders. *See* 11 U.S.C. §§ 1107; *see Law Debenture Tr. Co. v. Kaiser Aluminum Corp. (In re Kaiser Aluminum Corp.)*, 339 B.R. 91, 95 (D. Del. 2006) ("[it is] well-established bankruptcy principles recognizing that the debtor is charged with fiduciary responsibilities to all creditors to resolve claims in the best interest of the estate"); *see In re Adelphia Commc'ns Corp.*, 544 F.3d 420, 424 (2d Cir. 2008) (explaining that it is "the debtor's duty to wisely manage the estate's legal claims, and this duty is implicit in the debtor's duty ***as the estate's only fiduciary***" (internal quotations omitted)) (emphasis added); *see In re Bellevue Place Assocs.*, 171 B.R. 615, 623 (Bankr. N.D. Ill. 1994) ("Chief among the [duties owed by a chapter 11 debtor-in-possession] . . . is that the debtor-in-possession is a fiduciary to all of to its creditors and equity security holders.").

[14] Docket No. 3511; Doheny Decl. ¶ 19.

[15] *See, e.g.*, *Official Comm. of Unsecured Creditors v. Shapiro* (*In re Walnut Leasing Co*.) No. 99-526, 2000 U.S. Dist. LEXIS 2845, at *8 (E.D. Pa. Mar. 14, 2000) ("The Committee owes a fiduciary duty only to the class of creditors that it represents and not to third parties, the debtor, ***or individual creditors***") (emphasis added); *In re Smart World Techs., LLC*, 423 F.3d 166, 175 n.12 (2d Cir. 2005) ("A creditors' committee owes a fiduciary duty to the class it represents, but not to the debtor, other classes of creditors, or the estate").

13. The Debtors submit that their request to extend exclusivity for 90 days[16] is not only reasonable, but necessary and justified to enable the Debtors to continue to responsibly administer these chapter 11 cases, which have been historically successful to date.[17]

14. The Committee's request for a 30-day pause on the Active Litigation is premised on the assertion that the Debtors have taken a "scorched earth" approach in commencing and/or defending the Active Litigation[18] and, according to the Committee, the professional fee burn on the estates to do so is too high.[19] Respectfully, the Committee is wrong. The Debtors are doing precisely what every Debtor should do, and indeed what is a debtor's fiduciary duty, by objecting to claims it views as invalid and litigating the estate's positions consistent with the Federal Rules. Notably, to date, none of the Debtors' litigation opponents has even filed, let alone succeeded on, any motion suggesting that the Debtors' litigation efforts have been excessively aggressive. That is because the Debtors and their advisors, as they do in every case, have worked with litigation counterparties to ensure that all parties have sufficient information to present their clients' positions in court—the Committee's bald assertion in the Objection that something other than this is happening is the first time it has suggested as much to the Debtors.

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[16] *See Quanergy Systems, Inc.*, Case No. 22-11305 (CTG) (Bankr. D. Del. Oct. 25, 2023) (granting a third exclusivity extension of 90 days); *The Aliera Companies Inc.*, Case No. 21-11548 (JTD) (Bankr. D. Del. Jan. 4, 2023) (same); *Destination Maternity Corporation*, Case No. 19-12256 (BLS) (Bankr. D. Del. Sept. 2, 2020) (same); *Edgemarc Energy Holdings, LLC*, Case No. 19-11104 (JTD) (Bankr. D. Del. March 26, 2020) (same); *Starion Energy Inc*., Case No. 18-12608 (MFW) (Bankr. D. Del. Sept. 30, 2019) (same); *Welded Construction, L.P*., Case No. 18-12378 (KG) (Bankr. D. Del. Sept. 18, 2019) (same); *Pinktoe Tarantula Limited*, Case No. 18-10344 (KJC) (Bankr. D. Del. Feb. 1, 2019) (same); *Venoco*, *LLC*, Case No. 17-10828 (KG) (Bankr. D. Del. April 27, 2018) (same); *Cyber Litigation Inc.*, Case No. 20-12702 (CTG) (Bankr. D. Del. Nov. 5, 2021) (granting a third exclusivity extension of 120 days).

[17] As described in the Exclusivity Extension Motion, the Debtors have monetized 128 owned and 2 leased properties for approximately $1.88 billion [Docket No. 1354] and 33 additional leased properties for approximately $85.1 million [Docket Nos. 1735, 2346].

[18] Obj. ¶ 2.

[19] *See* Obj. ¶¶ 2, 32–33.

15. Fulfilling the Debtors' fiduciary duties to stakeholders is particularly critical here. As the Debtors advised this Court multiple times previously, holders of allowed general unsecured claims stand to receive pennies on the dollar if the special financial assistance multi-employer pension plan ("SFA-MEPP") claims are allowed in their face amount despite the reality that each SFA-MEPP was fully funded by a government bailout and has no unfunded vested benefits ("UVBs"), which withdrawal liability would traditionally be used to mitigate. That is why, as all parties (including the Committee) have agreed, and the Court previously confirmed,[20] the SFA-MEPP litigation is among the most important issues in this case.

16. If the Debtors are correct that the SFA-MEPP claims are invalid and should be disallowed, then the SFA-MEPP claims should not swamp the claims pool to the detriment of all other general unsecured creditors. The Debtors, as responsible stewards of these chapter 11 estates, have an obligation to maximize the value of the estate and right-size the claims pool so that *pro rata* distributions for general unsecured creditors are as high as they can be.

17. Indeed, the Committee was actively involved in, and provided comments on, the Debtors' SFA-MEPP objection—which the Debtors largely accepted—before it was filed. And the Committee has formally joined the Debtors' other major claim objections, to the WARN claims and the non-SFA MEPP claim objections.[21] Only now does the Committee argue that the Debtors'

[20] *Memorandum Opinion* [Docket No. 2765] at 5 ("In this case, however, the Court finds those concerns to be outweighed by several factors: the participation of other parties-in-interest in the claims allowance process, the fact that the parties agree that the dispute is perhaps the most important issue to be decided in the bankruptcy case, and the uncertainties about how long an arbitration process might take, particularly in light of the arguments advanced by the PBGC (discussed in Part IV). The motions for relief from stay will therefore be denied. The withdrawal liability claims should be liquidated through the claims allowance process in this Court"); *Memorandum Opinion* [Docket No. 2765] at 29 ("Second, this Court has entered a scheduling order providing for trial on the claims allowance dispute to take place in August of this year. The parties agree that this dispute is among the most important matters to be resolved in this bankruptcy case, and obtaining such a resolution promptly is of particular importance. The outcome of this dispute is likely to determine the allocation of hundreds of millions of dollars in proceeds of the debtors' highly successful asset sales");

[21] *See Statement of the Official Committee of Unsecured Creditors of Yellow Corporation, et al., to Debtors' Third, Fourth, and Fifth Omnibus (Substantive) Objections to Proofs of Claim for WARN Liability* [Docket No. 2755];

litigation efforts are being carried out in an apparently misguided attempt to hit a "triple lindy" for what they assert as a "highly unlikely" recovery for equity holders.[22] The Committee's own views as to what ultimate claims and distributions may be has no bearing on whether or not the Debtors have met the applicable legal standard for this Court to grant their 90 day extension request (which they have). And, if the Court rules in the Debtors' favor in all or most of the Active Litigation, that would be a tremendous result *for general unsecured creditors* that the Debtors would expect the Committee to support, as it would inherently mean that holders of legitimate general unsecured claims would be paid in full (or close to in full) in accordance with the absolute priority rule.[23] Abandoning the Debtors' current path of objecting to overstated or invalid claims, or—as the Committee suggests the Debtors do—merely pursuing that litigation passively because the counterparties are Committee members, would affirmatively harm all other stakeholders, including unsecured creditors.[24]

18. The Debtors received a partial settlement proposal from the Committee on May 13, 2024.[25] As set forth in the Committee's Objection, the Committee's willingness to engage even

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Joinder of the Official Committee of Unsecured Creditors of Yellow Corporation, et al., to Debtors Seventh Omnibus (Substantive) Objection to Proofs of Claim for Withdrawal Liability [Docket No. 3057].

22 *See* Obj. ¶ 2.

23 *See* 11 U.S.C. 1129(b)(2).

24 Indeed, in taking positions on both the non-SFA MEPP litigation and in the WARN litigation, the Committee itself stated that discovery would be necessary before any such claims would be adjudicated. *See Statement of the Official Committee of Unsecured Creditors of Yellow Corporation, et al., to Debtors' Third, Fourth, and Fifth Omnibus (Substantive) Objections to Proofs of Claim for WARN Liability* [Docket No. 2755]; *Joinder of the Official Committee of Unsecured Creditors of Yellow Corporation, et al., to Debtors Seventh Omnibus (Substantive) Objection to Proofs of Claim for Withdrawal Liability* [Docket No. 3057]. That is exactly what is on going now. The Committee's new suggestion that such discovery should be curtailed or pursued in a half-hearted way might help the parochial interests of the particular Committee members at issue, but doing so would clearly damage the estate and general unsecured creditors' interest as a whole.

25 Doheny Decl. ¶ 13.

on that partial proposal—which did not describe what any general unsecured creditor would recover in these chapter 11 cases or contain the vast majority of what would be necessary plan terms—was conditioned upon the Debtors agreeing to pause of the Active Litigation for 30 days.[26] **To be clear, the Debtors want to engage in settlement discussions and plan negotiations with the Committee in earnest—but the Debtors cannot force the Committee to participate, and the Debtors do not think it is in the best interests of general unsecured creditors or other stakeholders to postpone agreed-upon scheduling orders previously entered by the Court.**

19. Thus, as the Debtors communicated to counsel to the Committee verbally between May 13, 2024, and May 16, 2024, and again in writing on May 16, 2024, the Debtors are presently preparing a counterproposal that they anticipate delivering to the Committee within **two weeks** of the date hereof. The Debtors intend to work with the Committee on what will hopefully be an agreed to plan construct *while* preparing for the first trial, scheduled for the first week of August. But developing a measured and value-maximizing settlement proposal cannot be rushed or undertaken haphazardly, and an extension of the Debtors exclusive period will, among other things, provide the Debtors with sufficient time to finalize their proposal and move negotiations with the Committee, and other litigation parties, forward. Moreover, the Debtors welcome discussing with the Committee engaging in mediation on a parallel track. The Committee's Objection is the first time that the Committee put forth such an idea, and the Debtors agree that idea is a good one.

20. In objecting to the Debtors' Exclusivity Extension Motion, the Committee make numerous assertions that are untrue and not relevant as to whether the Debtors have met the

[26] Obj. ¶ 31 ("Committee counsel encouraged the Debtors and MFN to engage on the Committee's proposal, ***but indicated that any such engagement would need to be combined with an initial 30-day pause*** and extension of relevant litigation dates . . . ") (emphasis added).

applicable legal standard for this Court to grant their requested extension of exclusivity. ***First***, the Committee asserts that the Debtors "have elected to set aside the interests of general unsecured creditors and pursue a highly unlikely recovery for equity holders."[27] This is not true. As stated above, the Debtors' success in the Active Litigation would inure to the benefit of approximately 25,000 unsecured creditors; if the Debtors' efforts fail, general unsecured creditors who were actually harmed by the Debtors' demise will be left with pennies on the dollar. The Committee should be acting for the benefit of all the approximately 25,000 unsecured creditors. It would be an absurd result if a creditor's appointment to the official unsecured creditors' committee meant that a debtor is prohibited from litigating an objection to that creditor's claims and instead must settle, even if the creditor that co-chairs the Committee (as here) has zero damages but asserts an approximately $5 billion claim that (if allowed) would devastate creditor recoveries. If challenging any and all invalid claims filed in these chapter 11 cases (including the claims of the Litigation Counterparty Members) ultimately results in a recovery to equity, such a result would merely be incidental to the Debtors' central goal—maximizing recovery for ***all*** stakeholders—and would by definition mean that there was a remarkable result for holders of valid, allowed general unsecured claims.

21. ***Second***, the notion that the Debtors are pursuing an agenda specifically for management's own interests[28] is likewise false. The Debtors have an active board that has regular meetings to review and make decisions.[29] Tellingly, the Committee neglects to mention that the

[27] *See* Obj. ¶ 2.

[28] *See* Obj. ¶¶ 2, 46, & 73.

[29] Doheny Decl. ¶ 32.

IBT also has designated two directors on the Debtors' board of directors, including the Chairman.[30] The Debtors' board of directors has unanimously supported the Debtors' claims objection strategy.[31] And contrary to the Committee's insinuation,[32] MFN's appointed directors are independent,[33] and MFN, as the largest equity holder in a public company, has a right to appoint directors.[34] This is not atypical.

22. ***Third***, the Committee asserts that the IBT litigation is hopeless and is being pursued out of personal animus on the part of the Debtors' management team.[35] The Debtors recognize that the counterparty to this litigation is the other co-chair of the Committee and that the IBT would prefer to be relieved of that exposure. But the Debtors believe their claims have substantial value, and the Committee fails to acknowledge that the Debtors' original complaint was dismissed on purely procedural grounds.[36] The Debtors stand by the merits of the litigation; to that end, the Debtors have filed an amended complaint and motion for reconsideration.[37]

23. The Debtors' legal position in the IBT litigation is not personal or political—it's business. The decision to commence the IBT litigation was unanimously supported by the

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30 Doheny Decl. ¶ 35.

31 *See* Doheny Decl. ¶ 32.

32 *See* Obj. ¶¶ 2, 15, & 48.

33 *See* Doheny Decl. ¶ 33.

34 *See* Doheny Decl. ¶ 34.

35 *See* Obj. ¶ 2 ("The Debtors' strategy similarly furthers their management team's seemingly-personal and seemingly-baseless desire to prove that the actions of the International Brotherhood of Teamsters ("IBT") caused the Debtors' demise, notwithstanding the undisputed fact that the Debtors' attacks have been rebuked at every turn by the United States District Court for the District of Kansas . . ., which recently dismissed all of the Debtors' claims against the IBT").

36 *See id*.; Doheny Decl. ¶ 24.

37 Doheny Decl. ¶ 24.

Debtors' board and the Debtors have asserted more than $1 billion in damages should the Debtors prove at trial that the IBT's breaches of the NMFA were the legal cause of the Debtors' bankruptcy. Any responsible steward of these chapter 11 estates would pursue these claims.

24. Likewise, even if the trial court denies the pending motions, the Debtors' appeal right to the United States Courts of Appeals for the Tenth Circuit (or to actually pursue a grievance process before reinstating litigation, which would clearly be futile but is what the District Court suggested the Debtors should first pursue) would be worth in excess of the sunk cost plus the additional incremental cost of pursuing the appeal.[38] To abandon the IBT claim now would obviously please the Committee's co-chair, but it does not make economic sense for the estate, as most of the cost of pursuing the claim is sunk and the incremental cost of finalizing the briefing on the pending motions or taking other actions to permit the Debtors' claims to be addressed on the merits is *de minimis* in relation to the potential upside if successful. Abandoning that litigation is not something that would benefit the Debtors' stakeholders.[39]

25. ***Fourth***, the Committee criticizes the Debtors for maintaining a management team and approximately 231 full time employees and 41 part-time employees who are compensated for their efforts in administering the estates. This argument is a red herring and has no bearing on whether the Debtors have met the standard to justify an extension of their exclusivity period. The Debtors' remaining employees are essential to the effective administration of these chapter 11 cases and are compensated fairly and appropriately.[40] On or just before the Petition Date, the

[38] *See* Doheny Decl. ¶ 24.

[39] *See* Doheny Decl. ¶ 24.

[40] Doheny Decl. ¶ 28.

Debtors employed approximately 28,500 employees.[41] Since the Petition Date, the Debtors have reduced its employee headcount to align their employee footprint with the work to be accomplished to administer these chapter 11 cases.[42] Today, the Debtors maintain a workforce of just 272 employees, 41 of which are used on a limited, as needed basis—each of which the Debtors have determined are essential to the continued administration of these chapter 11 cases.[43] Among other things, the Debtors rank and file employees and management teams are charged with maintaining the Debtors' remaining assets (which consist of 130 pieces of real property and approximately 27,000 pieces of equipment) in salable condition, reconciling over 12,000 proofs of claims that have yet been objected to as of the date hereof, and responding to numerous informal diligence requests and over 500 formal discovery requests (so far)—all of which is essential work that must be completed to administer these chapter 11 cases.[44] Indeed, many of the remaining employees work in the field, directly safeguarding valuable estate assets that sit all over the country.[45]

26. In addition, the Debtors' employees and senior executive team possess vast institutional knowledge of the Debtors books and records, along with their assets, and maintain invaluable relationships across the trucking industry.[46] The Committee takes the position that these employees are just another unwarranted cost to the estates[47] but neglect to offer an alternative

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41 *Id*.

42 *Id*.

43 *Id*.

44 Doheny Decl. ¶ 30.

45 *Id*.

46 *Id*.

47 *See* Obj, ¶ 16–17.

as to who would then bear their workload if the Debtors were to terminate them. Indeed, if the Debtors terminated these employees, Alvarez & Marsal's ("A&M") role as financial advisor would surely dramatically expand, costing the estates *far more* than continuing to employ long-standing personnel with institutional knowledge. Accordingly, any suggestion by the Committee[48] that the Debtors' remaining assets could be administered more efficiently or cost-effectively for the benefit of all stakeholders without the vast wealth of institutional knowledge of the Debtors' dedicated workforce is, in the Debtors' view, intellectually dishonest.

27. ***Fifth***, the Committee criticizes the professional fees incurred by these estates.[49] These chapter 11 cases are expensive, like all chapter 11 cases of similar size and complexity; that said, most of the expense has been driven by the Litigation Counterparty Members filing excessive claims and drowning the Debtors with discovery requests. The Debtors have fielded and responded to ***more than 500 discovery requests thus far***, and that was *before* the Committee served 50 requests for production and a 25-topic Rule 30(b)(6) notice in relation to the Exclusivity Extension Motion, and then refused to agree to push the hearing on the Exclusivity Motion, requiring the Debtors to move heaven and earth to comply with their many demands in one week. The Debtors have of course served the Litigation Counterparty Members with discovery in connection with the Active Litigation, because they need to do so to fulfill their fiduciary duties to prosecute objections to claims they believe are invalid; but the Debtors are recipients of materially more discovery demands.

28. In any event, the Committee was well-aware of the costs associated with the litigation when the parties asked the Court to enter the Scheduling Orders for three separate trials

[48] *See* Obj. ¶¶ 61–63.

[49] Obj. ¶¶ 32–33.

that will ultimately decide most of the issues in these chapter 11 cases—and the Committee did not complain about the inevitable litigation cost at that time.[50] To the extent *any party* believes the expenditures inappropriate, the Debtors' professionals are required to publicly file monthly fee applications on the docket and serve their applications on the Committee, among other parties in interest. At no time has the Committee objected to the Debtors' professional fees, even though they have been afforded an opportunity to review such professional fees in real time and object if they so chose. It also bears noting that the Committee professionals themselves have accrued nearly $21 million on these cases to date.[51]

29. If the Committee's Objection is successful, then these chapter 11 cases will become even more expensive because, as mentioned above, it is not unreasonable to believe an equity committee will be appointed, and there will inevitably be: (a) multiple competing plans (*e.g.*, a Debtor plan, a Committee plan, and an equity committee plan), (b) multiple competing disclosure statements (*e.g*, a Debtor disclosure statement, a Committee disclosure statement, and an equity committee disclosure statement), (c) multiple competing solicitations and solicitation mailings (*i.e.*, holders of general unsecured claims entitled to vote on either or each of the Debtor plan, the

[50] The Scheduling Orders were entered by this Court without any objection. *See* Scheduling Orders.

[51] The Committee's actual conduct to date is, respectfully, hard to justify. The Committee agrees with the Debtors that proofs of claims filed by the non-SFA MEPP's (none of which are on the Committee) should be significantly reduced (*i.e.* interests of "run of the mill" unsecured creditors that the Committee should actively be advancing). *See Joinder of the Official Committee of Unsecured Creditors of Yellow Corporation, Et. Al., to Debtors' Seventh Omnibus (Substantive) Objection to Proofs of Claim for Withdrawal Liability* [Docket No. 3057] But when it comes to the somewhat overlapping claims of Committee members, the Committee takes no position (as it has done on the merits of the SFA-MEPP claims). Stranger still, the Committee expressed in Court that it was "agnostic" on the forum in which the most important issue to general unsecured creditors in the case is decided, *see* March 6, 2024 Hr'g Tr. at 59:16-23, and then actually supported the PBGC's motion to withdraw the reference on that issue—simultaneously taking positions that are *affirmatively harmful* for general unsecured creditors other than those who are members of the Committee and adding to the professional fee burn for no reason whatsoever. *See Statement of the Off. Comm. of Unsecured Creditors of Yellow Corporation, Et. Al., Regarding Pension Benefit Guaranty Corp.'s Motion to Withdraw the Reference*, *Pension Benefit Guaranty Corp. v. Yellow Corp.* (*In re Yellow Corp., et al.*), 1:24-cv-00350-JLH, (D. Del. 2024) [No. 24].

Committee plan, and the equity committee plan will receive dueling sets of solicitation materials and ballots, thereby exacerbating the costs associated with mailing materials to tens of thousands of creditors), and (d) likely a highly contested confirmation trial for which the Debtors' estates will bear the cost. The Debtors cannot think of a more value-destructive result.

30. The Committee's filing is particularly troublesome for another reason: the Objection as filed violated exclusivity. The Objection, in numerous instances, describes the terms of the Committee's hypothetical "waterfall" plan, replete with ideas to shove the ongoing litigation and other remaining estate assets into a liquidating trust.[52] Not only does the Committee tout the terms of its hypothetical plan before it attempts to address the law or facts at issue, but the existence of the potential for an alternative plan is not even relevant to the question of whether exclusivity

[52] Obj. ¶ 4 ("Indeed, the Committee files this Objection not only to voice its opposition to the Debtors' continued (and increasingly inappropriate) control over the trajectory of these cases, but to communicate to the Court and all parties in interest that it stands ready and willing to formulate and propose ***its own plan of liquidation, pursuant to which the Debtors' remaining assets would be liquidated in a manner designed to maximize the value of such assets, and pending litigation matters moved into a liquidation trust overseen by an independent, unbiased liquidation trustee who would serve as a true, unbiased fiduciary for the trust's beneficiaries***") (emphasis added); Obj. ¶ 58 ("The Committee's concerns as to the foregoing would be more than sufficiently addressed if the Court were to deny the Exclusivity Motion and allow the Committee to formulate and prosecute a liquidating plan. Among other things, any liquidation plan proposed by the Committee would effectuate: ***(1) the distribution of proceeds from the monetization of the Debtors' remaining assets in accordance with the priority scheme set forth in the Bankruptcy Code and (2) the establishment of a liquidation trust combined with the appointment of an independent fiduciary—one without bias or vendetta—who would serve as trustee and make appropriate determinations regarding whether to settle, abandon or pursue the litigation matters to which the Debtors are now party and how best to monetize the Debtors' remaining assets***") (emphasis added); Obj. ¶ 5 ("As such, the Committee should be permitted to take immediate actions to prevent the further dissipation of limited and rapidly diminishing estate resources, ***propose a straightforward waterfall plan of liquidation*** . . . .") (emphasis added); Obj. ¶ 42 ("The Exclusivity Periods should instead be terminated to enable the Committee—as the statutory fiduciary for all unsecured creditors—***to propose and prosecute a liquidating plan that will effectuate the transfer of all remaining assets and contested matters to one or more trusts to be overseen by an independent fiduciary or fiduciaries, provide for a waterfall of recoveries to stakeholders in accordance with the absolute priority rule and curtail the excessive administrative costs that continue to accrue in these cases***") (emphasis added). Given the composition of the Committee, it does not take much imagination to predict which particular creditors would be beneficiaries of the regime the Committee seeks to install.

should be terminated or extended.[53] This was a clear violation of the Bankruptcy Code,[54] and the mere fact that a party has not literally filed a full alternative potential plan does not matter.[55] At best, the descriptions of the Committee's hypothetical plan were irresponsible, and, at worst, a tactic to undercut the Debtors' good faith efforts to maximize the value of their estates for the benefit of all stakeholders at a critical juncture.

31. The Court should extend (not terminate) the Debtors' exclusivity and grant such additional relief as the Court deems appropriate.

Argument

I. The Debtors' Exclusivity Should Be Extended, Not Terminated.

A. Exclusivity May Be Extended or Terminated Only for Cause.

32. The legal standard for extending exclusivity is neither complicated nor controversial and is one the Debtors clearly meet. Section 1121 of the Bankruptcy Code permits a court to extend or terminate a debtor's exclusivity only for "cause."[56] Courts in the Third Circuit and other jurisdictions have held that the decision to extend a debtor's exclusivity is left to the sound discretion of a bankruptcy court and should be based on the totality of circumstances in each case.[57] Courts examine a number of factors to determine whether a debtor has had an adequate

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[53] *See* 7 Collier on Bankruptcy 16th ed. ¶ 1121.06[2] (2011); *Eagle-Picher Indus., Inc.*, 176 B.R. at 149 (finding claim by official unsecured creditors committee that presentation of competing Chapter 11 plan or plans would serve to expedite prompt resolution of cases was not persuasive and did not provide basis for finding "cause" for terminating debtor's exclusivity period for filing plan).

[54] 11 U.S.C § 1121.

[55] *See In re Circus & Eldorado Joint Venture*, No. 12-51156 (Bankr. D. Nev. Sept. 21, 2012) (denying a creditor's motion to terminate exclusivity where the motion described the terms of a competing proposed plan and holding that, by describing plan terms in a filed pleading, the creditor had violated filing exclusivity).

[56] 11 U.S.C. § 1121(d).

[57] *See, e.g.*, *First Am. Bank of N.Y. v. Sw. Gloves & Safety Equip., Inc.*, 64 B.R. 963, 965 (D. Del. 1986); *In re Dow Corning Corp.*, 208 B.R. 661, 664 (Bankr. E.D. Mich. 1997); *Geriatrics Nursing Home, Inc. v. First Fid. Bank,*

opportunity to develop, negotiate, and propose a chapter 11 plan and thus whether there is "cause" to extend or terminate a debtor's plan exclusivity, including:[58]

a. the size and complexity of the case;

b. the existence of good-faith progress;

c. the necessity of sufficient time to negotiate and prepare adequate information;

d. whether creditors are prejudiced by the extension;

e. whether the debtor is paying its debts as they become due;

f. whether the debtor has demonstrated reasonable prospects for filing a viable plan;

g. whether the debtor has made progress negotiating with creditors;

h. the length of time a case has been pending;

i. whether the debtor is seeking an extension to pressure creditors; and

j. whether or not unresolved contingencies exist.

33. In evaluating the factors above, the concept of "cause" in section 1121(d) should be viewed flexibly "in order to allow the debtor to reach an agreement."[59] Simply put, exclusivity helps drive the chapter 11 process toward consensus by channeling negotiations through the debtor in possession (as steward for the bankruptcy estate), and a debtor must be given time to engage in (and continue) creditor negotiations.[60] This right is the debtor's—the "shield of exclusivity," "a

N.A. (In re Geriatrics Nursing Home, Inc.), 187 B.R. 128, 132 (D.N.J. 1995); *In re McLean Indus., Inc.*, 87 B.R. 830, 834 (Bankr. S.D.N.Y. 1987).

[58] *See In re Cent. Jersey Airport Servs., LLC*, 282 B.R. 176, 183 (Bankr. D.N.J. 2002); *McLean Indus.*, 87 B.R. at 834; *see also Dow Corning*, 208 B.R. at 664; *In re Express One Int'l, Inc.*, 194 B.R. 98, 100 (Bankr. E.D. Tex. 1996).

[59] H.R. Rep. No. 95, 95th Cong., 1st Sess. 232 (1997); *see also In re Pub. Serv. Co. of N.H.*, 88 B.R. 521, 534 (Bankr. D.N.H. 1988) ("legislative intent . . . [is] to promote maximum flexibility").

[60] *See In re Texaco Inc.*, 76 B.R. 322, 327 (Bankr. S.D.N.Y. 1987) (holding exclusivity extension warranted to allow debtors and creditors to "negotiate an acceptable plan").

consideration at the heart of the Bankruptcy Code, on its face contradicts the notion that parties in a Chapter 11 bankruptcy case [should] be given an equal opportunity to seek confirmation of a plan."[61]

B. Cause Exists to Extend Exclusivity.

34. Ample cause exists to extend the Debtors' exclusivity here. As discussed below, all of the relevant factors point toward extending exclusivity.

1. The Debtors Have Made Progress.

35. The Committee asserts that the Debtors have failed to make progress negotiating with creditors. This is a meritless assertion. Not only have the Debtors successfully repaid over $1.6 billion of funded debt, and consequently cut off professional fees of four separate sets of advisors, but the Debtors continue to advance discussions with their remaining stakeholders.[62] The Committee's actual gripe is that it is dissatisfied with the current state of discussions between the Debtors ***and the Committee***. It is the Committee, however, who refuses to engage with the Debtors by conditioning engagement even on its partial proposal on an unnecessary litigation pause.[63] As stated above, contrary to the Committee's assertions, the Debtors have, in fact, made progress. On April 23, 2024, the Debtors presented the Committee with information related to a potential plan construct whereby the Debtors could reorganize as a go-forward subleasing entity.[64] In the weeks since, the Debtors have provided additional information regarding the potential proposal to the

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61 *Eagle-Picher Indus., Inc.*, 176 B.R. 143 at 149.

62 *See* 9019 Motion; *see* Doheny Decl. ¶ 23.

63 Obj. ¶ 31 ("Committee counsel encouraged the Debtors and MFN to engage on the Committee's proposal, but indicated that ***any such engagement would need to be combined with an initial 30-day pause and extension of relevant litigation dates*** . . . .").

64 Doheny Decl. ¶ 16.

Committee.[65] The Debtors received an initial settlement suggestion from the Committee on May 13, 2024, which was missing the vast majority of necessary terms.[66] By May 16, 2024—12 days prior to the Committee filing their Objection—the Debtors informed the Committee in writing that the Debtors were formulating a settlement counterproposal and that the ball was in the Debtors' court to respond to the Committee.[67] From the Debtors' perspective, negotiations with the Committee are ongoing, and the Debtors anticipate that they will be in a position to provide their counter proposal to the Committee within two weeks.[68]

36. The Committee's unhappiness with the Debtors' rejection of their proposed 30-day litigation pause does not create "cause" to terminate exclusivity. The case law is clear that the Committee cannot, by its own intransigence, manufacture "cause" to deny exclusivity. As the *Adelphia* court and others have recognized, creditor intransigence is a reason to extend, not terminate exclusivity.[69]

37. The Committee's stance also misapplies the applicable standard; "cause" to extend or terminate a debtor's exclusivity cannot be premised on whether the debtors have made good faith progress in negotiating with one party (*i.e.*, the Committee). On the contrary, a debtor cannot

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[65] Doheny Decl. ¶ 17.

[66] Doheny Decl. ¶ 18.

[67] Doheny Decl. ¶ 19.

[68] Doheny Decl. ¶ 20.

[69] 352 B.R. at 585 (refusing to terminate exclusivity and noting "the difficulty of the intercreditor issues and the aggressiveness with which creditors . . . have sought to maximize their individual recoveries"); *Eagle-Picher*, 176 B.R. at 147 (refusing to terminate exclusivity and stating: "[t]hat [discussions with the committee] were not fruitful does not lead this court to any conclusion that there was unfairness in the process"); *see also Lehigh Valley*, 2000 WL 290187 at *4 (refusing to terminate exclusivity and noting that to hold that "aggressive litigation tactics" constitute cause to terminate would allow a "litigious creditor to manufacture 'cause' to shorten the exclusivity period through their own unilateral actions").

be forced to kowtow to an intransigent stakeholder at the expense of a viable, confirmable plan that can maximize value for the benefit of all creditors.[70]

38. When evaluating whether there is progress, courts have looked to (a) whether the debtors have proceeded cooperatively during the pendency of the chapter 11 cases and (b) whether the debtors appear willing to work with the committee and share draft plan proposals once the debtors know the outcome of their sale processes and have formulated their business plan.[71] Here, from time of appointment, the Debtors have worked collaboratively and transparently with the Committee, as evidenced by lack of contested matters before the Court in the approximately 10 months since the Petition Date. As set forth above, the Debtors are willing to work with the Committee on a chapter 11 plan that will maximize the value of the estates. Indeed, this is the first action taken by the Debtors that the Committee is objecting to. The Committee has not asserted and cannot assert otherwise.

39. Furthermore, the Debtors have demonstrated a willingness to engage in negotiations with all creditors—not just the Committee members—to right size the claims pool in anticipation of and in connection with formulating a chapter 11 plan. As a result of the Debtors' sale process, the Debtors negotiated with their secured creditors to satisfy all prepetition funded

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[70] *See Adelphia*, 352 B.R. at 588 (extending exclusivity and noting "huge progress toward reorganization" where debtors had proposed plan with support of one constituency but that was opposed by another); *Eagle-Picher*, 176 B.R. at 148 (refusing to terminate exclusivity where debtor's plan term sheet was supported by certain constituencies and opposed by creditors' committee). Instead, progress is measured by good faith advancement ***generally*** (i.e., not just in negotiations with the Committee). *See, e.g.*, *Adelphia*, 352 B.R. at 589 (noting debtor's "tremendous progress in their negotiations with creditors," including various unsecured bondholders, secured debt agents, and other creditors, and denying bondholder committee's request to terminate exclusivity).

[71] *In re Borders Group, Inc.* 460 B.R. 818, 825–26 (Bankr. S.D.N.Y. 2011) ("First, as the Court earlier observed, from numerous hearings in this case so far, the Committee's and Debtors' professionals have proceeded cooperatively and resolved almost all disputes—inevitable in a case of this magnitude—between them without Court intervention. For this reason, the Committee's Objection to an extension of exclusivity comes as a surprise to the Court . . . [t]he Debtors appear willing to work with the Committee and share draft plan proposals once the Debtors know the outcome of the sale process and the Debtors have made further progress in formulating their business plan").

secured debt obligations as a result.[72] The Debtors have provided information to the Pension Benefit Guaranty Corporation ("PBGC") in connection with the merger and termination of their Single Employer Pension Plans ("SEPPs") with the hope that the parties will be able to affix and resolve the PBGC's claim in the coming month.[73] And the Debtors continue to negotiate with other creditors on a daily basis on numerous matters and in varying contexts to move these cases forward, regularly providing the Committee with status updates related to the same.

40. For instance, the Debtors have negotiated with hundreds of customer creditors to resolve their alleged cargo claims and address open accounts receivable under the authority granted to them pursuant to the Customer Collections Order.[74] In accordance with the Customer Collections Order, the Debtors' advisors apprise the Committee's advisors on the status of these negotiations on a weekly basis and obtain Committee approval of all negotiated settlements resulting in an offset greater than $200,000.[75] Separately, the Debtors created jointly with dozens of claimants, their insurance carrier Old Republic, and the Committee, an agreed process for resolving Proofs of Claim and claims not yet filed as Proofs of Claim related to property damage and personal injury,[76] and (as the Debtors and Committee have been apprised) more than 300 such claims have been resolved through that process. The Debtors also continue to negotiate with

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72 Doheny Decl. ¶ 22.

73 *Id*.

74 *Id*.

75 *Id*.

76 *See, e.g.*, *Order Authorizing the Debtors to Establish Alternative Dispute Resolution Procedures for Resolution of Certain Litigation Claims and Granting Related Relief* [Docket No. 2389].

creditors regarding the transfer of title certain rolling stock assets in such creditors' possession in exchange for such creditors' waiver of claims.[77]

41. Nevertheless, the Committee maintains that the Debtors have "singularly focused" on the Active Litigation alone, rather than negotiating with the Committee.[78] This is not true. Since entry of the Second Exclusivity Order, the Debtors, among the many other case-furthering initiatives set forth in the Exclusivity Extension Motion,[79] prevailed in litigation with certain of their landlords related to the assumption of certain unexpired leases. The outcome was determined only recently on April 19, 2024,[80] which permitted the Debtors to assume certain leases and enabled the Debtors, with the benefit of the Court's ruling in tow, to further evaluate their assumed lease portfolio to maximize value. That decision has caused the Debtors to work further with other landlords with respect to other properties.

42. The Committee's assertion that the Debtors are pursuing all litigation matters "across all fronts, at all costs" without providing the opportunity for parties to engage in settlement discussions is likewise not true. First, the WARN litigation Scheduling Orders ***already contemplate*** a mediation to take place later this summer. Second, the Debtors have also been working with the Pension Benefit Guaranty Corporation (the "PBGC") to exchange data that should permit fixing the PBGC SEPP claim. And third, as stated above, Debtors also intend to provide the Committee with a global settlement proposal within two weeks of the date hereof and

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[77] *See Motion of Debtors for Entry Of An Order (I) Approving The Settlement Agreements By And Among The Debtors and Certain Possessory Lienholders And (II) Granting Related Relief* [Docket No. 3358] ("9019 Motion"); Doheny Decl. ¶ 23.

[78] Obj. ¶ 45.

[79] *See* Exclusivity Extension Motion at 5–6.

[80] *See Order (A) Authorizing the Debtors to Assume Certain Unexpired Leases and (B) Granting Related Relief* [Docket No. 3086].

would be open to mediation. The Committee does not identify a single settlement proposal that the Debtors have received from *any* claimant that the Debtors have declined to engage on. There are none.[81]

43. The Debtors submit that they have made sufficient progress in negotiating with the Committee and other creditors to demonstrate "cause" for the Court to grant the requested 90-day exclusivity extension.

2. The Debtors Have Made Good Faith Progress.

44. When deciding whether to terminate or extend exclusivity, courts consider whether the debtor has made good-faith efforts and progress in its restructuring and whether an extension of exclusivity is likely to facilitate further progress.[82] The Debtors clearly meet this standard. One need only to review the case docket to see just how much progress that Debtors have made in administering these cases for the benefit of all stakeholders. Specifically, and as set forth in the Exclusivity Extension Motion, the Debtors have:

- Reconciled claims and interests as promptly and efficiently as possible;
- filed substantive and non-substantive claims objections to more than 2,800 proofs of claim pursuant to their Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, Tenth, Eleventh, and Twelfth Omnibus Objections to Claims [Docket Nos. 2576, 2577, 2578, 2586, 2595, 2799, 2800, 2801, 3255, 3256];
- obtained entry of orders in connection with their Sixth, Eighth, Ninth, and Tenth Omnibus objections to Claims, thereby right-sizing the claims pool by more than $23,260,000 [Docket Nos. 2911, 3184, 3252, 3253].
- drafted and filed a reply in support of their Third, Fourth, and Fifth Substantive Omnibus Objections to Claims alleging WARN liability [Docket No. 2909];
- successfully negotiated scheduling orders with 11 pension funds, two sets of WARN adversary plaintiffs, and claimants filing over 1,000 WARN-related proofs

[81] The Debtors tried to engage with the other Committee co-chair, the IBT, for months. The IBT declined at least 14 proposed dates that the Debtors proposed for a settlement meeting. *See* Doheny Decl. ¶ 20.

[82] *See McLean Indus.*, 87 B.R. at 834.

of claim that contemplate resolution of all WARN claims by the end of 2024 [Docket Nos. 2195, 2892];

- successfully litigated objections to, and secured a Court order authorizing, the assumption of certain unexpired leases [Docket Nos. 3076, 3086];

- filed and obtained entry of orders in connection with several stipulations with landlord counterparties memorializing the consensual extension of the deadline to assume or reject certain non-residential real property leases under section 354(d)(4) [Docket Nos. 2427, 2687, 2727, 2750, 2764, 3031, 3032]

- obtained entry of an order extending the deadline by which the Debtors must remove certain actions by 121 days [Docket Nos. 2654];

- continued to review an ongoing ADR process with respect to bodily injury and property damage claims that they had previously negotiated at length with their insurance carrier and many claimants [Docket No. 2389] and which the Debtors understand has led to more than 300 claim settlements to date;

- filed three rejection notices pursuant to the Rejection Procedures Order[83] and resulting in the rejection of 15 contracts and four leases [Docket Nos. 2463, 2955, 3046, 3232];

- successfully negotiated and entered into 72 setoff agreements pursuant to the Customer Collections First Day Order,[84] resulting in approximately $12,680,000 in collections in accounts receivable;

- addressed a large volume of questions, concerns, and issues raised by employees, vendors, utility companies, and other parties in interest; and

- responded to diligence requests from the Committee and other key stakeholder groups.

45. Granting the Debtors' requested 90-day exclusivity extension will serve to promote additional progress in these chapter 11 cases and allow the Debtors to capitalize on the momentum garnered from all of their accomplishments to date. Among other things, an extension of the

[83] *See Order (I) Authorizing and Approving Procedures to Reject Executory Contracts and Unexpired Leases and (II) Granting Related Relief* [Docket No. 550] (the "Rejection Procedures Order").

[84] *See Final Order (I) Authorizing the Debtors to Consent to Limited Relief from the Automatic Stay to Permit Setoff of Certain Customer Claims Against the Debtors, and (II) Granting Related Relief* [Docket No. 522] (the "Customer Collections Order").

Debtors' exclusivity will enable the Debtors to finalize their counterproposal to the Committee and advance settlement negotiations in connection therewith.

3. The Debtors Are Not Seeking the Extension to Pressure Creditors.

46. The Committee states that the Debtors have requested an additional extension of exclusivity for the "express purpose of pressuring and litigating against their creditors," yet also takes "no issue" with the Debtors' determination to commence any of the pending litigation matters, save for the IBT litigation.[85] Instead, the Committee object to the perceived "overly-burdensome" manner in which the Debtors have pursued such litigation.[86]

47. It is notable that the Committee never once raised this alleged concern with the Debtors prior to filing the Objection. As set forth above, the Debtors believe in their legal positions and maintain that pursuing the Active Litigation is in the best interests of all stakeholders. While certain Committee members might not like defending their claims, the Debtors did not commence the Active Litigation to lose and are willing and able to devote necessary resources to prevail on the merits—indeed, it is the Debtors' fiduciary duty to do exactly that. The benefit to the Debtors estates and to general unsecured creditors if the Debtors are successful will substantially outweigh the costs associated with pursuing the litigation, benefiting all stakeholders, including the unsecured creditors. Merely using chapter 11 tools—like the automatic stay, plan confirmation provisions, or section 502's claims objection and disallowance process—does not qualify as pressure tactics.[87]

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[85] *See* Obj. ¶ 59–60.

[86] *See* Obj. ¶ 60.

[87] *See, e.g.*, *In re Lichtin/Wade, L.L.C.*, 478 B.R. 204, 213 (Bankr. E.D.N.C. 2012) (finding that, where a debtor had not sought to pressure creditors to submit to a reorganization plan's terms or previously engaged in stall tactics or bad faith negotiation, that the debtor did not seek to pressure creditors).

48. If anything, it is the Committee that is using its proposed 30-day pause on the Active Litigation to pressure the Debtors and other creditors who are not members of the Committee, as the Committee seeks to foreclose the Debtors' ability to dual-track and its desire to cull the claims wheat for the chaff while simultaneously negotiating a plan with the Committee. The Committee has drawn a line in that sand that it can only be one or the other.

4. The Debtors Have Reasonable Prospects for Filing a Viable Plan.

49. The Committee contends that the Debtors could not—"in a reasonable time frame"—propose and solicit a chapter 11 plan.[88] The legal standard is whether the Debtors have reasonable prospects of obtaining confirmation of "at least *some*" viable plan.[89] Of course, the Debtors could file a "viable" plan today if they chose to do so. But the Debtors, as estate fiduciaries, are bound to propose a plan they believe actually maximizes value for all stakeholders.

50. Proffering no evidence, the Committee theorizes that the Debtors have not filed a plan "because they want to pursue their own agenda, one that is not in accord with the with basic tenets upon which the Bankruptcy Code is based: negotiation, compromise and maximization of value."[90] The Debtors are hesitant to dignify such a statement with a response. The Debtors, as estate fiduciaries, believe an extension to their exclusive period will enable them to develop a value-maximizing plan that general unsecured creditors will support. That value maximizing plan may take the form of a liquidating plan or a plan of reorganization that contemplates a REIT, as the Debtors are still working to evaluate both options. Regardless, the merits of proposed chapter

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88 Obj. ¶ 73.

89 *Adelphia*, 352 B.R. at 588 (in determining whether "cause" exists to reduce or increase chapter 11 debtor's exclusivity period, factor examining debtor's reasonable prospects for filing viable plan requires only that debtor be able to attain confirmation of at least some viable plan, not necessarily a plan currently proposed).

90 *See* Obj. ¶ 73.

11 plan are to be examined at confirmation—not in connection with a proposed exclusivity extension—and do not play a meaningful role whether to terminate debtor's plan exclusivity.[91]

5. The Debtors Are Paying Their Debts as They Come Due.

51. The Committee's statement that the Debtors are not paying their debts as they come due is confusing. As noted in the Exclusivity Extension Motion, the Debtors repaid ***all*** of their pre- and postpetition funded debt and continue to pay their debts as they come due or as otherwise provided by Court order. The estates do not, as the Committee claims, present a "melting ice cube" scenario in which creditors that may otherwise be entitled to distribution are losing their recovery on the payment of current debts. The facts show otherwise: the Debtors have $327 million cash on hand and continue to bring new cash into the estates—the Debtors earn over $1 million each month in interest, continue to collect outstanding accounts receivable, and continue to market and sell their rolling stock, all as more fully described herein.

6. These Chapter 11 Cases are Complex.

52. The Committee's contention that these chapter 11 cases are "no longer complex" enough to warrant an extension ignores the applicable legal standard and reality. Complexity is a fact-intensive inquiry that courts generally construe very broadly.[92]

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[91] *Adelphia*, 352 B.R. at 588 (merits of proposed Chapter 11 plan are to be examined at confirmation, and do not play a meaningful role in bankruptcy court's decision as to whether to terminate debtor's plan exclusivity).

[92] *See, e.g., Borders Group*, 460 B.R. 818 at 823 (finding a case to be complex where the debtors' schedules listed $1.6 billion in assets, $2.6 billion in liabilities and the debtors were party to hundreds of leases and contracts); *In re Friedman's, Inc*., 336 B.R. 884, 888 (Bankr. S.D. Ga. 2005) (finding a case to be "large and complex" where the retail debtors employed over 4,500 employees in approximately 650 stores across 22 states and listed approximately $415 million in assets and $234 million in liabilities); *Pub. Serv. Co.*, 88 B.R. at 525 (finding that the debtors business was "unusually complex" in part because the company was subject to a high degree of federal and state regulation and listed assets in excess of $2.8 billion and liabilities in excess of $1.6 billion); *McLean Indus., Inc*., 87 B.R. at 835 (defining a case as complex where it "involve[ed] hearings held on virtually a weekly basis and require[ed] the unstinting performance of exceptionally skilled counsel on all sides" and taking judicial notice of the fact that one of the debtors' dockets contained 845 entries).

53. Given the contours of the complexity standard, it is nonsensical to claim that the Debtors have lost their right to exclusivity because they were so successful in their sale efforts and eliminating all four of their lender groups. In fact, the Committee's very basis for objection is that the Active Litigation is so technical and complex it is impossible for parties to advance said litigation and settlement discussions simultaneously.

54. While it is incredibly rare to have a non-operative company with this much value, the complexity of these chapter 11 cases and the existence of significant assets yet to be sold warrant strong consideration of all alternatives to a straight liquidation, as a liquidation may ultimately not be the best way to maximize the Debtors' remaining assets.

55. Furthermore, while the Debtors acknowledge that the existence of litigation does not alone satisfy the complexity standard, extreme circumstances may justify the existence of litigation as cause for an extension of exclusivity "where the mass, weight, volume and complication of the litigation" are apparent.[93] In *Manville*, the court found that litigation was sufficient to satisfy the complexity standard where one debtor entity faced multiple lawsuits and possible liability of approximately $2 billion.[94] The Debtors proffer that the MEPP litigation, which involves claims over $8 billion and stands to determine the ultimate size the claims pool and unsecured creditor recoveries, and involves the first-ever effort by MEPPs fully funded by a government bailout with no UVBs to nonetheless assert billions of dollars in withdrawal liability, has the same "unusual" and "exigent" qualities present in *Manville*.[95]

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[93] *In re Sw. Oil Co. of Jourdanton, Inc.*, 84 B.R. 448, 452 (Bankr. W.D. Tex. 1987) (*citing In re Manville Forest Products Corp.*, 31 B.R. 991, 995 (S.D.N.Y. 1983)) (distinguishing such a case from one involving litigation that is "no more than predictable creditor litigation, symptomatic of any business difficulty in its advanced stages").

[94] *See id.*

[95] *Id*.

56. In short, the ongoing litigation is nowhere close to what the Committee calls "routine and predictable creditor litigation."[96]

7. Relatively Little Time Has Elapsed in These Chapter 11 Cases.

57. The Debtors request a third exclusivity extension of 90 days. Contrary to Committees Objection,[97] this timing does not weigh against granting extension. The only reason that this is the third extension, as opposed to the second, is that the Debtors previously agreed to shorter extensions with the Committee. The material issue is that this requested 90-day extension, if granted, would result in a total exclusivity period of approximately 13 months. While the Committee suggests that an exclusivity period of longer than one year is inappropriate, the Bankruptcy Code provides a statutory limit of 18-months,[98] and this Debtors' requested extension falls significantly short of that limit.

8. The Debtors Need Additional Time to Be Sufficient to Negotiate a Chapter 11 Plan and Prepare Adequate Information to Allow a Creditor to Determine Whether to Accept Such Chapter 11 Plan.

58. The Committee argues that the Debtors have failed to advance a chapter 11 plan over their approximately 10 months in chapter 11. But it is the Committee that has refused to engage in good faith negotiations unless the Debtors acquiescence to a 30-day litigation pause. As stated above, the Debtors do not believe agreeing to such a 30-day litigation pause is prudent under the circumstances. The Debtors accordingly encourage the Committee to dual-track settlement discussions with the Active Litigation for the benefit of their constituents.

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96 *Id*.

97 *See* Obj. ¶ 70.

98 11 U.S.C. § 1121(d)(2).

59. Furthermore, as the Committee observes, the initial part of these chapter 11 cases was devoted to the sale process, which yielded tremendous results. Throughout that process, the Committee supported the Debtors efforts to prioritize selling their real estate assets for the benefit of the Debtors stakeholders. Now, the Committee suddenly argues that the sale process that it has supported over the course of these chapter 11 cases has "virtually stalled." Contrary to the Committee's assertions, however, the Debtors' sale process continues, and the Committee bears responsibility for certain of the delays and its own claimed "limited progress."

60. Specifically, the Committee feigns ignorance as to the current status of the Debtors' retaining a broker and real estate advisor. Yet, not only is the Committee fully informed, but after the Debtors solicited multiple proposals from brokers and presented what they viewed as the best option to the Committee, the Committee asked the Debtors to re-solicit proposals from the same brokers previously solicited so that it could participate directly in the selection process. In another example of the Debtors' continued cooperation with the Committee, the Debtors accommodated this request. To be clear, the Committee's participation in the process of selecting a real estate broker did *not* produce a better result—the same broker was selected, and the only impact of re-solicitation was delay and additional cost.

61. The Debtors could go on. But without belaboring the point, the Committee now points to delay where it has been the cause.

II. The Court Should Strike the Objection from the Record as a Violation of Exclusivity.

62. The Debtors are presently the only party permitted to file or solicit approvals of a plan. By including details of an alternative plan in its the Objection, the Committee violated the Debtors' exclusivity. Accordingly, the Objection should be stricken from the record.

A. The Objection Violates Exclusivity.

63. It is a well-established, "bright line" rule that filing a pleading that identifies the terms of a competing plan during the debtor's exclusivity period is a violation of section 1121(b).[99] Here, the Objection is a pleading that identifies material terms of the Committee's hypothetical plan. In numerous instances, the Objection describes the Committee's hypothetical "waterfall" plan and its various features, including, the establishment of a liquidating trust to administer the ongoing litigation and other remaining estate assets, administered by a trustee.[100] To be clear: the Committee did not privately deliver a plan term sheet to the Debtors or include the contours of their plan to the Debtors in connection with their May 13 settlement proposal. Instead, the

[99] *See In re Charles St. African Methodist Episcopal Church of Boston*, 499 B.R. 126, 132–33 (Bankr. D. Mass. 2013) (filing of motion to terminate exclusivity, which included a competing plan as an attachment, violated exclusivity); *In re Circus & Eldorado Joint Venture*, No. 12-51156 (Bankr. D. Nev. Sept. 21, 2012) (filing of creditor's motion to terminate exclusivity, which summarized competing plan's terms and treatment of each impaired class of claims, violated debtors' exclusivity); *In re Clamp-All Corp.*, 233 B.R. 198, 209 (Bankr. D. Mass. 1999) (filing of objection to debtor's disclosure statement, which included a competing plan and disclosure statement, was a violation of section 1121(b)).

[100] Obj. ¶ 4 ("Indeed, the Committee files this Objection not only to voice its opposition to the Debtors' continued (and increasingly inappropriate) control over the trajectory of these cases, but to communicate to the Court and all parties in interest that it stands ready and willing to formulate and propose ***its own plan of liquidation, pursuant to which the Debtors' remaining assets would be liquidated in a manner designed to maximize the value of such assets, and pending litigation matters moved into a liquidation trust overseen by an independent, unbiased liquidation trustee who would serve as a true, unbiased fiduciary for the trust's beneficiaries***") (emphasis added); Obj. ¶ 58 ("The Committee's concerns as to the foregoing would be more than sufficiently addressed if the Court were to deny the Exclusivity Motion and allow the Committee to formulate and prosecute a liquidating plan. Among other things, any liquidation plan proposed by the Committee would effectuate: ***(1) the distribution of proceeds from the monetization of the Debtors' remaining assets in accordance with the priority scheme set forth in the Bankruptcy Code and (2) the establishment of a liquidation trust combined with the appointment of an independent fiduciary—one without bias or vendetta—who would serve as trustee and make appropriate determinations regarding whether to settle, abandon or pursue the litigation matters to which the Debtors are now party and how best to monetize the Debtors' remaining assets***") (emphasis added); Obj. ¶ 5 ("As such, the Committee should be permitted to take immediate actions to prevent the further dissipation of limited and rapidly diminishing estate resources, ***propose a straightforward waterfall plan of liquidation*** . . . .") (emphasis added); Obj. ¶ 42 ("The Exclusivity Periods should instead be terminated to enable the Committee—as the statutory fiduciary for all unsecured creditors—***to propose and prosecute a liquidating plan that will effectuate the transfer of all remaining assets and contested matters to one or more trusts to be overseen by an independent fiduciary or fiduciaries, provide for a waterfall of recoveries to stakeholders in accordance with the absolute priority rule and curtail the excessive administrative costs that continue to accrue in these cases***") (emphasis added);

Committee filed a pleading that deliberately describes the key terms of a plan that they would propose.

64. Publicly filing a pleading that outlines the terms of a chapter 11 plan is a clear violation of the Debtors "unqualified opportunity to negotiate a settlement and propose a plan of reorganization without interference from creditors and other interests."[101] The mere fact that a party has not filed a full plan does not matter.[102]

B. The Court Should Strike the Objection from the Record.

65. Bankruptcy courts have inherent power and discretion to strike documents from the record in order to protect legitimate interests.[103] Section 105 of the Bankruptcy Code codifies this inherent power, providing bankruptcy courts with express authority to "issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of" the Bankruptcy Code.[104]

66. The Delaware Bankruptcy Court struck a similar pleading in the *Energy Future Holdings* case.[105] There, as the debtors were in the midst of a contentious confirmation process, a creditor filed a statement describing how it stood ready to propose and pursue consummation of an alternative plan and promising full recoveries to certain creditors and "several significant benefits" that the debtors' plan purportedly did not provide. Upon the request of the creditors'

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[101] *U.S. Bank Nat'l Ass'n v. Wilmington Trust Co. (In re Spansion, Inc.)*, 426 B.R. 114, 139–40 (Bankr. D. Del. 2010) (quoting *In re Texaco, Inc.*, 18 C.B.C.2d 166, 81 B.R. 806, 809 (Bankr. S.D.N.Y. 1988)).

[102] *See In re Circus & Eldorado Joint Venture*, No. 12-51156 (Bankr. D. Nev. Sept. 21, 2012) (denying a creditor's motion to terminate exclusivity where the motion described the terms of a competing proposed plan and holding that, by describing plan terms in a filed pleading, the creditor had violated filing exclusivity).

[103] *See Nixon v. Warner Commcn's, Inc.*, 435 U.S. 589, 598 (1978) ("Every court has supervisory power over its own records and files, and access has been denied where court files might have become a vehicle for improper purposes").

[104] *See* 11 U.S.C. § 105(a).

[105] *In re Energy Future Holdings Corp.*, No. 14-10979 [Docket No. 7066] (Bankr. D. Del. Nov. 20, 2015).

committee's counsel, this Court ruled the statement to be inappropriate and struck it from the record.[106]

67. The Court can and should correct the Committee's similar irresponsible and improper conduct here. The longer the Objection and the Committee's key plan terms remain in the public eye, the greater the potential that they will interfere with the Debtors exclusive right to be the first party to propose a chapter 11 plan and allow creditors to vote upon that chapter 11 plan. Striking the Objection will also help the Debtors keep these chapter 11 cases on the right course for the benefit of all stakeholders.

Conclusion

68. For the reasons set forth herein, the Court should deny the Objection, extend (not terminate) the Debtors' exclusivity periods, and strike the Objection from the record, and grant other related relief as the Court finds appropriate.

[*Remainder of page intentionally left blank.*]

[106] *See id.*

Dated: May 31, 2024
Wilmington, Delaware

/s/ Laura Davis Jones

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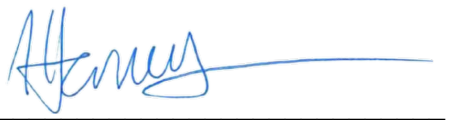
Co-Counsel for the Debtors and Debtors in Possession

THIS IS EXHIBIT "G"
TO THE AFFIDAVIT OF MATTHEW A. DOHENY
SWORN BEFORE ME OVER VIDEOCONFERENCE
THIS 12TH DAY OF JUNE, 2024



Commissioner for Taking Affidavits

401

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
YELLOW CORPORATION, *et al.*,[1]	)	Case No. 23-11069 (CTG)
Debtors.	)	(Jointly Administered)

DECLARATION OF MATTHEW A. DOHENY, CHIEF RESTRUCTURING OFFICER OF YELLOW CORPORATION, IN SUPPORT OF ENTRY OF ORDER (I) EXTENDING THE DEBTORS' EXCLUSIVE PERIODS TO FILE A CHAPTER 11 PLAN AND SOLICIT ACCEPTANCES THEREOF PURSUANT TO SECTION 1121 OF THE BANKRUPTCY CODE AND (II) GRANTING RELATED RELIEF

I, Matthew A. Doheny, declare under penalty of perjury:

1. I am the Chief Restructuring Officer of Yellow Corporation (together with its direct and indirect subsidiaries, "Yellow", and together with its affiliated debtors and debtors in possession, the "Debtors"). I submit this declaration (this "Declaration") in response to the objection (the "Exclusivity Objection") [Docket No. 3511] filed by the Official Committee of Unsecured Creditors' (the "Committee") and in support of the *Debtors' Reply In Support of Entry of an Order (I) Extending the Debtors' Exclusive Periods to File a Chapter 11 Plan and Solicit Acceptances Thereof Pursuant to Section 1121 of the Bankruptcy Code and (II) Granting Related Relief* (the "Exclusivity Reply"), filed contemporaneously herewith, for the reasons set forth below.[2]

[1] A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at https://dm.epiq11.com/YellowCorporation. The location of Debtors' principal place of business and the Debtors' service address in these chapter 11 cases is: 11500 Outlook Street, Suite 400, Overland Park, Kansas 66211.

[2] Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Exclusivity Reply and Exclusivity Extension Motion, as applicable.

2. On July 19, 2023, I was appointed Chief Restructuring Officer by the Board of Directors of Yellow Corporation. As Chief Restructuring Officer, I am familiar with the Debtors' day-to-day operations, business and financial affairs, and books and records.

3. Prior to becoming Chief Restructuring Officer, I was a member of the Board of Directors of Yellow Corporation (the "Board") beginning in 2011 and served as Chairman of the Board from 2019 until July 31, 2023. Effective July 31, 2023, I resigned from the board of directors of Yellow Corporation. I have approximately 25 years of experience in board advisory assignments, alternative investments, and operational turnarounds. I hold an undergraduate degree from Allegheny College and a law degree from Cornell Law School.

4. Prior to joining Yellow, I was (a) managing director and investor in special situations at Deutsche Bank Securities Inc, where I also helped run the investment committee; (b) a portfolio manager at hedge fund Fintech Advisory, Inc.; (c) managing director and co-head of special situation trading at HSBC Securities Inc.; (d) an attorney at Orrick, Herrington & Sutcliffe LLP, as well as at Kelly Drye & Warren LLP; and (e) the founder of North Country Capital LLC, an alternative investment and advisory firm. In addition, I've also served in numerous roles in the restructuring industry, including (a) acting as the CRO of MatlinPatterson; (b) serving as an independent director in FTX, Fronterra, and Eastman Kodak, among others; and (c) being on the board of liquidations of ResCap Liquidating Trust, Arcapita, and Elk Petroleum.

5. Except as otherwise indicated, all facts in this declaration are based upon my personal knowledge, my discussions with the Debtors' management team and advisors, my review of relevant documents and information concerning the Debtors' operations, financial affairs, and restructuring initiatives, or my experience, knowledge, and familiarity with the Debtors' business and operations.

The Debtors' Chapter 11 Progress

6. As set forth in my First Day Declaration, when the Debtors commenced these chapter 11 cases on August 6, 2023, the Debtors' capital structure consisted of approximately $1.2 billion in total funded debt obligations. This consisted of a $485.4 million senior secured term loan, and approximately $737 million in US Treasury term loans, and $0.9 million in borrowings under the ABL Facility. A summary of the Debtors prepetition capital structure follows:

($ in millions)	Maturity	Outstanding Principal
UST Tranche A	September 30, 2024	$337,042,758
UST Tranche B	September 30, 2024	$399,999,770
B-2 Term Loan Facility	June 30, 2024	$485,372,693
ABL Facility	January 9, 2026	$858,520
Total Funded Debt		$1,223,273,741

7. To fund the initial stages of these chapter 11 cases, the Debtors secured $42.5 million in debtor in possession financing from MFN Partners, L.P., who today also is the Debtors' largest equity holder, holding approximately 42% of the Debtors' equity.

8. Immediately after filing, the Debtors and their advisors began a robust marketing process of the Debtors' real-estate portfolio, which included a stalking horse bid of $1.525 billion for substantially all of the Debtors' owned properties; the Debtors successfully sold a significant number of real properties for nearly $2 billion, with a material portion of owned and leased properties remaining in the Debtors' possession.

9. On December 12, 2023, the Court entered an order approving the sale of one-hundred and thirty (130) properties—which comprised approximately three-quarters of the Debtors' owned real estate portfolio—and two (2) leased properties for an aggregate purchase price of $1.88 billion [Docket No. 1354]. In addition, on January 12, 2024, following another

robust postpetition marketing process and tremendously successful auction, the Court entered an order approving the sales of twenty-three (23) leased properties to six (6) winning bidders for an aggregate purchase price of approximately ***$82.9 million*** [Docket No. 1735]. Following the closing of these sales, the Debtors, on December 21, 2023, paid off the B-2 Term Loan and the Prepetition ABL Facility [Docket No. 2119], ending the monthly interest burn of over $17 million per month, and ending the Debtors' obligations to pay the ongoing legal fees of their secured lenders— all told, a huge savings for the estate.

10. On April 18, 2024, the Debtors prevailed on the merits at a contested hearing as to whether (among other litigated issues) the Debtors were permitted under section 365 of the Bankruptcy Code to assume unexpired real property leases to maximize their value at a later date.

11. Since the Court granted the Debtors' second exclusivity extension request, the Debtors have also:

- reconciled claims and interests as promptly and efficiently as possible;
- filed substantive and non-substantive claims objections to more than 2,800 proofs of claim pursuant to their Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, Tenth, Eleventh, and Twelfth Omnibus Objections to Claims [Docket Nos. 2576, 2577, 2578, 2586, 2595, 2799, 2800, 2801, 3255, 3256];
- obtained entry of orders in connection with their Sixth, Eighth, Ninth, and Tenth Omnibus objections to Claims, thereby right-sizing the claims pool by more than $23,260,000 [Docket Nos. 2911, 3184, 3252, 3253].
- drafted and filed a reply in support of their Third, Fourth, and Fifth Substantive Omnibus Objections to Claims alleging WARN liability [Docket No. 2909];
- successfully negotiated scheduling orders with 11 pension funds, two sets of WARN adversary plaintiffs, and claimants filing over 1,000 WARN-related proofs of claim that contemplate resolution of all WARN claims by the end of 2024 [Docket Nos. 2195, 2892];
- successfully litigated objections to, and secured a Court order authorizing, the assumption of certain unexpired leases [Docket Nos. 3076, 3086];

- filed and obtained entry of orders in connection with several stipulations with landlord counterparties memorializing the consensual extension of the deadline to assume or reject certain non-residential real property leases under section 354(d)(4) [Docket Nos. 2427, 2687, 2727, 2750, 2764, 3031, 3032]

- obtained entry of an order extending the deadline by which the Debtors must remove certain actions by 121 days [Docket Nos. 2654];

- continued to review an ongoing ADR process with respect to bodily injury and property damage claims that they had previously negotiated at length with their insurance carrier and many claimants [Docket No. 2389] and which we understand has led to more than 300 claim settlements to date;

- filed three rejection notices pursuant to the Rejection Procedures Order[3] and resulting in the rejection of 15 contracts and four leases [Docket Nos. 2463, 2955, 3046, 3232];

- successfully negotiated and entered into 72 setoff agreements pursuant to the Customer Collections First Day Order,[4] resulting in approximately $12,680,000 in collections in account receivable;

- addressed a large volume of questions, concerns, and issues raised by employees, vendors, utility companies, and other parties in interest; and

- responded to diligence requests from the UCC and other key stakeholder groups.

The SFA-MEPP and WARN Claims and Proceedings

12. As the Chief Restructuring Officer, I have become generally familiar with the Debtors' claims pool through my review of relevant documents, information supplied to me by other members of the Debtors' management and their advisors, or my based upon experience with the Debtors' operations, financial affairs, and restructuring and liquidity-management initiatives. I have also asked for and received extensive legal advice regarding the Debtors' claims pool.

[3] *See Order (I) Authorizing and Approving Procedures to Reject Executory Contracts and Unexpired Leases and (II) Granting Related Relief* [Docket No. 550] (the "Rejection Procedures Order").

[4] *See Final Order (I) Authorizing the Debtors to Consent to Limited Relief from the Automatic Stay to Permit Setoff of Certain Customer Claims Against the Debtors, and (II) Granting Related Relief* [Docket No. 522] (the "Customer Collections Order").

13. The Debtors have, since the entry of the Second Exclusivity Order, continued to reconcile the claims pool, including prosecuting the Debtors' objections to the proofs of claim filed by, among others, certain multiemployer pension plans (the "MEPPs") and alleged WARN claimants, including the International Brotherhood of Teamsters ("IBT"), other unions and union-related funds, and both individual and class claimants (the "MEPP and WARN Litigation"). The Debtors also (effective March 1, 2024) merged together their three single employer pension plans (the "SEPPs"), minimizing the claims pool and beginning the process of reconciling and hopefully fixing the claim of the Pension Benefit Guarantee Corporation (the "PBGC"). It is my understanding that, after paying off the Debtors' funded debt obligations, the MEPP and WARN claimants constitute two of the largest creditor groups by claim amount.

14. Pursuant to the Scheduling Orders,[5] I understand that there are trials set for the following dates with respect to the Active Litigation:

a. August 5-9, 2024 (SFA MEPP Claims);

b. September 23-26, 2024, and September 30, 2024 (Other MEPP Claims); and

c. December 9, 2024 (WARN Claims).

15. I believe that the definitive trial schedules set by the Scheduling Orders and known trial dates are likely to foster settlement discussions by setting a firm deadline. Accordingly, while I am not averse to having settlement discussions at any time, I do not believe that a 30 day pause on the Active Litigation would benefit the Debtors' stakeholders or make these chapter 11 cases more efficient.

[5] *See Order Scheduling Certain Dates and Deadlines in Connection with the Debtors' Objections to Proofs of Claim Filed by the Pension Funds that Received Special Financial Assistance* [Docket No. 2195], (b) *Order Scheduling Certain Dates and Deadlines in Connection with the Debtors' Seventh Omnibus (Substantive) Objection to Proofs of Claim for Withdrawal Liability* [Docket No. 2961], and (c) *Scheduling Order* [Docket No. 3186] ((a)–(c), collectively, the "Scheduling Orders").

The Debtors Have and Continue to Negotiate with the Committee

16. I believe that the Debtors have made good faith progress in developing the contours of a potential plan and have consistently demonstrated a willingness to engage with the Committee in connection with the terms of a chapter 11 plan. Specifically, on April 23, 2024, the Debtors presented the Committee with information related to a potential alternative plan construct whereby the Debtors could reorganize as a go-forward subleasing entity. While additional work needs to be done, I believe the Debtors should continue to explore this option because it may be value maximizing.

17. In the weeks since April 23, 2024, the Debtors provided additional information regarding the potential proposal to the Committee.

18. On May 13, 2024, the Committee presented the Debtors and the Debtors' largest equity holder, MFN, with a partial, emailed settlement proposal that did not describe what any general unsecured creditor would recover in these chapter 11 cases, or contain the vast majority of what would be necessary plan terms. The only term of the Committee's proposal was a set sum that the Committee proposed to be set aside for the Debtors' equity holders. That was the entirety of the proposal. And the Committee conditioned its willingness to engage with the Debtors further (and its willingness to consensually agree to an extension of the Debtors' exclusivity) upon the Debtors' agreement to pause the Active Litigation for at least 30 days.

19. On May 16, 2024, the Debtors informed the Committee that they did not think a pause on the Active Litigation was necessary or would be beneficial to the estate or to creditors generally. At the same time, the Debtors informed the Committee that they were actively working on a counterproposal. At no point did the Debtors state or indicate any unwillingness to engage,

and the Debtors are in fact actively working on a counterproposal. Nevertheless, on May 28, 2024, the Committee filed its Objection.

20. From the Debtors perspective, negotiations with the Committee are ongoing, and we anticipate that we will be in a position to provide our counter proposal to the Committee within two weeks.[6]

21. In addition to the foregoing, the Debtors continue to keep the Committee apprised of the progress of various workstreams. Since the Committee was officially appointed on August 16, 2023, the Debtors have worked collaboratively and transparently with the Committee and have kept the Committee apprised of all matters that are material to the Debtors' estates, including, without limitation, with respect to the Active Litigation Matters. The Committee was involved in, and provided comments on, the Debtors' SFA-MEPP objection, before it was filed. I understand that the Committee has formally joined the Debtors' other major claim objections, to the WARN claims and the non-SFA MEPP claims.

22. Furthermore, I believe that the Debtors have demonstrated a willingness to engage in negotiations with all creditors, in addition to the Committee, to right size the claims pool in anticipation of and in connection with formulating a chapter 11 plan. As a result of the Debtors' sale process, the Debtors negotiated with their secured creditors to satisfy all prepetition funded secured debt obligations as a result. The Debtors have provided information to the Pension Benefit Guaranty Corporation ("PBGC") in connection with the merger and termination of their Single Employer Pension Plans ("SEPPs") with the hope that the parties will be able to affix and resolve the PBGC's claim in the coming month. And the Debtors continue to negotiate with other creditors

[6] The Debtors tried to engage with the other Committee co-chair, the IBT, for months. The IBT declined at least 14 proposed dates that the Debtors proposed for a settlement meeting.

on a daily basis on numerous matters and in varying contexts to move these cases forward, regularly providing the Committee with status updates related to the same.

23. For instance, I understand that the Debtors have negotiated with hundreds of customer creditors to resolve their alleged cargo claims and address open accounts receivable under the authority granted to them pursuant to the Customer Collections Order. In accordance with the Customer Collections Order, the Debtors' advisors also apprise the Committee's advisors on the status of these negotiations on a weekly basis and obtain Committee approval of all negotiated settlements resulting in an offset greater than $200,000. Separately, the Debtors created jointly with dozens of claimants, their insurance carrier Old Republic, and the Committee, an agreed process for resolving Proofs of Claim and claims not yet filed as Proofs of Claim related to property damage and personal injury, and (as the Debtors and Committee have been apprised) more than 200 such claims have been resolved through that process. I further understand that the Debtors also continue to negotiate with creditors regarding the transfer of title certain rolling stock assets in such creditors' possession in exchange for such creditors' waiver of claims.

Pursuing the Active Litigation is in the Best Interests of The Estates

24. The Debtors have asserted more than $1 billion in damages against the IBT in the IBT Litigation. I therefore believe that it is consistent with the Debtors' fiduciary duties as steward of the Debtors estate to pursue these claims. While the first complaint was dismissed on procedural grounds, the Debtors recently briefed a motion to reconsider and attached a proposed amended complaint. I believe that abandoning the IBT claim now does not make economic sense, as most of the cost of re-initiating the litigation is already sunk, and the incremental cost of finalizing the briefing on the pending motions or taking other actions to permit the Debtors' claims to be

addressed on the merits is *de minimis* in relation to the potential upside if successful. Abandoning that litigation is not something that, in my view, would benefit the Debtors' stakeholders.

25. Moreover, I believe that the Committee's proposed 30-day pause on the Active Litigation to pursue mediation or global settlement is unnecessary. I do not believe that it is in the best interests of the Debtors' estate to pause litigation. If the proposed 30-day pause were not to be successful, it is my understanding that litigation schedule would be prolonged and more professional fees would accrue.

26. The Debtors have communicated with the Committee that the Debtors will continue to analyze the Committee's proposal and provide a counterproposal as quickly as they can complete their analysis and provide as full as a proposal as possible.

27. The Debtors intend to enter into good faith, open negotiations with the Committee in parallel with the Active Litigation.

The Debtors' Workforce is Appropriately Sized for the Administration of these Cases

28. I believe that the current members of the Debtors' senior executive team and rank and file employees are essential to the effective administration of these chapter 11 cases and are compensated fairly and appropriately.

29. On or just before the Petition Date, the Debtors employed approximately 28,500 employees. Since the Petition Date, the Debtors have reduced employee headcount to align their employee footprint with the work that would need to be accomplished to administer these chapter 11 cases. Today, the Debtors maintain a workforce of just 231 full time employees and 41 part-time employees—each of which my team has determined to be essential to the continued administration of these chapter 11 cases.

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30. Among other things, under my direction and supervision, the Debtors rank and file employees and management teams are charged with maintaining the Debtors' remaining assets (which consists of 130 pieces of real property and approximately 27,000 pieces of equipment) in salable condition, reconciling over 12,000 proofs of claims that have yet been objected to as of the date hereof, and responding to numerous informal diligence requests and over 500 formal discovery requests—all of which is essential work that must be completed to fully administer these chapter 11 cases. Many of these employees also work in the field, directly safeguarding value estate assets that sit all over the country. Our current employees are necessary for our sale efforts since these employees hold institutional knowledge as to the conditions and status of these assets, which include any assets held at third party vendor locations for towing and repair services since the Petition Date, as well as the time, expense, and other logistical information needed to sell or otherwise dispose of these assets in a value maximizing manner.

31. I believe that the Debtors' employees and senior executive team possess vast institutional knowledge of the Debtors books and records, along with their assets, and maintain invaluable relationships across the trucking industry. Consequently, I believe that if the Debtors were to terminate the Debtors' remaining workforce, the only viable alternative would be for Alvarez & Marsal to take a larger role in administering these chapter 11 cases, which would be costly to the estates and in all likelihood be far more costly than continuing to retain the remaining workforce.

Then Debtors' Corporate Governance

32. I regularly attend meetings of the Debtors' board of directors (the "Board"), which remains actively engaged in these chapter 11 cases and regularly reviews and makes decisions to maximize the value of the estates, which includes the Active Litigation. Our more recent monthly

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meeting was yesterday, May 30, 2024. The Board regularly asks questions and scrutinizes information presented to the Board by management and the Debtors' advisors. The Board is currently comprised of eleven members.

33. MFN currently holds approximately 42.3% of the Debtors' equity. The U.S. Treasury holds 30.6%.

34. MFN has appointed two independent directors to sit on the Board: (1) Tom Knott and (2) Mary Nell Browning.

35. The IBT has also appointed two independent board members: (1) Doug Carty, who currently serves as the Chairman of the Board, and (2) David Webber.

36. As of the Petition Date, the Debtors and their advisors have kept the Debtors' Board to keep the Board apprised of material developments in these chapter 11 cases. The Debtors and their advisors routinely provide the Board with budgets and financial forecasts, which among other things, include estimated projections of the Debtors' professional fees.

An Extension of the Debtors' Exclusivity Period is Necessary and Appropriate

37. The Debtors will use the requested 90-day exclusivity extension to, among other things, (a) further adjudicate claims, (b) develop their plan structure, (c) engage in settlement negotiations with the Committee and various stakeholders, and (d) determine the sale and disposal of the Debtors' assets in a value maximizing manner.

[*Remainder of page intentionally left blank.*]

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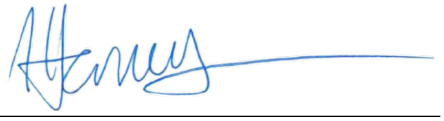
Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing statements are true and correct to the best of my knowledge, information, and belief.

Dated: May 31, 2024

/s/ Matthew A. Doheny
Name: Matthew A. Doheny
Title: Chief Restructuring Officer,
Yellow Corporation

THIS IS EXHIBIT "H"
TO THE AFFIDAVIT OF MATTHEW A. DOHENY
SWORN BEFORE ME OVER VIDEOCONFERENCE
THIS 12TH DAY OF JUNE, 2024



Commissioner for Taking Affidavits

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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: YELLOW CORPORATION., *et al.,* Debtors.	Chapter 11 Case No. 23-11069 (CTG) (Jointly Administered) **Re: Docket No. 3433**

STATEMENT OF AD HOC GROUP OF EQUITY HOLDERS IN SUPPORT OF MOTION OF DEBTORS FOR ENTRY OF AN ORDER EXTENDING THE DEBTORS' EXCLUSIVE PERIODS TO FILE A CHAPTER 11 PLAN AND SOLICIT ACCEPTANCES THEREOF

The Ad Hoc Group of Equity Holders of Yellow Corp. (the "Ad Hoc Group"), by and through its undersigned counsel, hereby submits this statement (this "Statement") regarding the *Motion of Debtors' For Entry of An Order (I) Extending the Debtors' Exclusive Periods to File a Chapter 11 Plan and Solicit Acceptances Thereof Pursuant to Section 1121 of the Bankruptcy Code and (II) Granting Related Relief* [Docket No. 3433] (the "Motion"),[1] and in support hereof, respectfully states as follows:

STATEMENT

1. These chapter 11 cases are at an important crossroads. As this Court is well aware, since the commencement of these cases, the Debtors, under the direction of their Chief Restructuring Officer, have done an admirable job of monetizing significant assets yielding nearly $2 billion in proceeds, which allowed them to completely satisfy their prepetition secured debt and all debtor-in-possession financing. Since that time, the Debtors have successfully preserved other valuable assets, including leases, remaining rolling stock and other real property interests. The

[1] Capitalized terms used that are not defined herein shall have the meanings ascribed to them in the Motion.

Debtors have also continued to reconcile the unsecured claims pool, focusing on the substantial (and over-stated) claims asserted by the Debtors' multi-employer pension plans, WARN claimants and other union and pension-related claims.

2. Over the next phase of these cases, the Ad Hoc Group is hopeful that the Debtors' actions will continue to bear fruit, paving the way for the formulation of a chapter 11 plan of reorganization that will deliver substantial value to *all* of the Debtors' stakeholders, including holders of the Debtors' equity interests. To that end, the Ad Hoc Group is ready, willing and able to engage with the Debtors on the terms of a potential plan – one that could provide for the payment in full of all unsecured claims and a distribution of substantial value (whether in cash or equity in a reorganized company) to holders of the Debtors' equity interests.

3. Terminating the Debtors' Exclusivity Periods at this critical juncture will, in all likelihood, derail the Debtors' efforts to build consensus and to deliver maximum value to all stakeholders. Allowing competing plans, at this point, we believe, will cause warring stakeholders to become further entrenched and to expend resources advocating for their respective recoveries, rather than negotiating with the Debtors towards an efficient exit. Indeed, the Ad Hoc Group expects that, if exclusivity is terminated, and the Committee files a plan, the Ad Hoc Group will be forced to seek the appointment of an official equity committee to counter-balance the Committee's efforts.

CONCLUSION

For the reasons stated above, the Ad Hoc Group of Equity Holders submits that the Motion should be approved.

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Dated: May 31, 2024
Wilmington, Delaware

SAUL EWING LLP

By: */s/ Lucian B. Murley*

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Counsel to the Ad Hoc Group of Equity Holders

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: YELLOW CORPORATION., *et al.,* Debtors.	Chapter 11 Case No. 23-11069 (CTG) (Jointly Administered)

CERTIFICATE OF SERVICE

I, Lucian B. Murley, hereby certify that on May 31, 2024, a copy of the foregoing *Statement of Ad Hoc Group of Equity Holders in Support of Motion of Debtors for Entry of an Order Extending the Debtors' Exclusive Periods to File a Chapter 11 Plan and Solicit Acceptances Thereof* was served through the Court's CM/ECF system upon all registered electronic filers appearing in this case who consented to electronic service and via electronic mail on the parties listed on the attached Service List.

SAUL EWING LLP

By: */s/ Lucian B. Murley*
Lucian B. Murley (DE Bar No. 4892)
1201 N. Market Street, Suite 2300
P. O. Box 1266
Wilmington, DE 19899
(302) 421-6898

Dated: May 31, 2024

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THIS IS EXHIBIT "I"
TO THE AFFIDAVIT OF MATTHEW A. DOHENY
SWORN BEFORE ME OVER VIDEOCONFERENCE
THIS 12TH DAY OF JUNE, 2024

Commissioner for Taking Affidavits

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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
YELLOW CORPORATION, *et al.*,[1]	)	Case No. 23-11069 (CTG)
Debtors.	)	(Jointly Administered)
	)	**Re: Docket No. 2627**

ORDER GRANTING MOTION (I) TO ENFORCE SALE ORDER AND ORDER TO COMPEL; (II) TO SANCTION ALL STAR INVESTMENTS INC. FOR CONTEMPT FOR VIOLATING THE SAME; AND (III) FOR ENTRY OF AN ORDER REQUIRING ALL STAR TO CLOSE TRANSACTION AND TO PAY ALL OF THE COSTS AND EXPENSES INCURRED BY THE DEBTORS IN ADDRESSING THIS MATTER

Upon consideration of the Motion (the "Motion")[2] of Yellow Corporation and its above-captioned debtor affiliates (the "Debtors") for entry of an order (i) enforcing the Sale Order and the Order to Compel against Allstar Investments Inc. ("All Star"), (ii) directing All Star to Close the Quebec Transaction immediately with no further delay whatsoever; (iii) holding All Star in civil contempt for violating this Court's Sale Order entered December 12, 2023 and this Court's Order to Compel entered February 14, 2024; and (iv) ordering monetary sanctions against All Star to pay all of the costs and expenses incurred by the Debtors in addressing such violations and prosecuting these matters; and the Court finding that: (a) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1334 and 157; (b) this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); (c) notice of the Motion and the hearing was sufficient and proper; and (d) the Court having determined that the legal and factual bases set forth in the Motion establish just cause for

[1] A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at https://dm.epiq11.com/YellowCorporation. The location of the Debtors' principal place of business and the Debtors' service address in these chapter 11 cases is: 11500 Outlook Street, Suite 400, Overland Park, Kansas 66211.

[2] Capitalized terms not defined herein shall have the meanings ascribed to them in the Motion.

the relief granted herein; and it appearing to the Court that the Motion should be approved, it is HEREBY ORDERED THAT:

1. The Motion is GRANTED in its entirety and as set forth herein.

2. Allstar Investments, Inc. is hereby held in civil contempt of this Court's Sale Order entered on December 12, 2023 and this Court's Order to Compel entered on February 14, 2024.

3. All Star is hereby ordered to close the Quebec Transaction immediately in accordance with the All Star Asset Purchase Agreement, without further delay or condition imposed upon the Debtors whatsoever, and in no event later than two (2) business days following the entry of this Order.

4. All Star is hereby ordered to promptly, and in no event later than three (3) days following receipt of the Debtors' invoice, pay all of the Debtors' costs and expenses, including attorneys' fees, court costs, and noticing costs, incurred by the Debtors and their estates in connection with this matter, including, without limitation, with respect to preparing, prosecuting, or filing, as the case may be, the Motion to Compel, the Motion to Shorten, the Cremeans Declaration, this Motion and its accompanying motion to shorten notice, as well as all related noticing and court costs.

5. The Debtors shall, within ten (10) days from the entry of this Order, by way of certification of counsel, submit a bill for all such costs and expenses and serve a copy of such certification of counsel on All Star and its known principals and representatives, along with wiring instructions.

6. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

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

Dated: March 19th, 2024
Wilmington, Delaware

CRAIG T. GOLDBLATT
UNITED STATES BANKRUPTCY JUDGE

THIS IS EXHIBIT "J"
TO THE AFFIDAVIT OF MATTHEW A. DOHENY
SWORN BEFORE ME OVER VIDEOCONFERENCE
THIS 12TH DAY OF JUNE, 2024

_____
Commissioner for Taking Affidavits

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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
YELLOW CORPORATION, *et al.*,[1]	)	Case No. 23-11069 (CTG)
Debtors.	)	(Jointly Administered)

MOTION (I) TO ENFORCE SALE ORDER AND ORDER TO COMPEL; (II) TO SANCTION ALLSTAR INVESTMENTS INC. FOR CONTEMPT FOR VIOLATING THE SAME; AND (III) FOR ENTRY OF AN ORDER REQUIRING ALL STAR TO CLOSE TRANSACTION AND TO PAY ALL OF THE COSTS AND EXPENSES INCURRED BY THE DEBTORS IN ADDRESSING THIS MATTER

Yellow Corporation and its above-captioned debtor affiliates (the "Debtors")[2], through its undersigned counsel, hereby file this motion (the "Motion") requesting an order (i) enforcing the Sale Order and the Order to Compel (each as defined below) against Allstar Investments Inc. ("All Star"), (ii) directing All Star to immediately close the Quebec Transaction (defined below); (iii) holding All Star in civil contempt for violating the Sale Order and the Order to Compel (each as defined below); and (iv) ordering monetary sanctions against All Star to pay all costs and expenses, including attorneys' fees, incurred by the Debtors in addressing such violations. In support of this Motion, the Debtors respectfully state as follows:

Jurisdiction and Venue

1. The United States District Court for the District of Delaware has jurisdiction over this matter pursuant to 28 U.S.C. § 1334, which was referred to the United States Bankruptcy Court for the District of Delaware (the "Court") under 28 U.S.C. § 157 pursuant to the *Amended*

[1] A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at https://dm.epiq11.com/YellowCorporation. The location of the Debtors' principal place of business and the Debtors' service address in these chapter 11 cases is: 11500 Outlook Street, Suite 400, Overland Park, Kansas 66211.

Standing Order of Reference from the United States District Court for the District of Delaware, dated February 29, 2012. The Debtors confirm their consent, pursuant to rule 9013-1(f) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "Local Rules"), to the entry of a final order by the Court in connection with this motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

2. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The bases for the relief requested herein is section 105 of title 11 of the United States Code (the "Bankruptcy Code") and Rules 9014 and 9020 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules").

Background

4. On December 4, 2023, the Debtors filed the *Notice of Winning Bidders and, If Applicable, Back-Up Bidders With Respect to Certain of the Debtors' Real Property Assets* [Docket No. 1268], announcing, among other things, the sale of 930 Route 147, Stanhope, Province of Quebec, Canada (the "Quebec Property") to All Star for $550,000 (USD).

5. Prior thereto, All Star had (i) submitted to the Debtors a Qualified Bid (including an agreed form of Asset Purchase Agreement) by the Bid Deadline of November 9, 2023 at 5:00 p.m. (E.T.) for the Quebec Property, (ii) participated in the Debtors' Real Estate Auction for the Quebec Property on November 29, 2023 at 9:00 a.m. (E.T.), and (iii) submitted to the Debtors a binding bid—the Winning Bid—for the Quebec Property.

[2] Capitalized terms not otherwise defined herein shall have the meaning given to them in the Motion to Compel, the Order to Compel, or the All Star Asset Purchase Agreement, as applicable.

6. On December 7, 2023, All Star and the Debtors executed the All Star Asset Purchase Agreement, memorializing the terms and provisions of the sale of the Quebec Property to All Star (the "Quebec Transaction"), which the Debtors filed on the Court's docket the following day as an attachment to the *Notice of Filing of Form of Asset Purchase Agreement Between the Debtors and All Star Investments, Inc.* [Docket No. 1311].

7. On December 12, 2023, the Court entered the Sale Order,[3] approving the "[All Star] Asset Purchase Agreement . . . and all of the terms and conditions thereof . . . and the Sale and the related transactions contemplated thereby . . . in all respects." Sale Order, ¶ 2.1 ("the [All Star] Asset Purchase Agreement is a valid and binding contract between the Sellers and [All Star] and shall be enforceable pursuant to its terms." Id. at ¶ U).

8. Pursuant to the Sale Order, the Court specifically retained jurisdiction with respect to all matters relating to the interpretation, implementation and *enforcement* of the terms and provisions of the Sale Order and each of the Asset Purchase Agreements subject thereof, including the All Star Asset Purchase Agreement. Id. at ¶ 7.24 (emphasis added).

9. Pursuant to section 6.5 of the All Star Asset Purchase Agreement, All Star is obligated, but has completely failed to, in furtherance of achieving Closing by the Outside Date (which was (i) February 6, 2024 under the All Star Asset Purchase Agreement and (ii) extended to March 7, 2024 under the Order to Compel):

> use its . . . reasonable best efforts to perform its . . . obligations hereunder and to take, or cause to be taken, and do, or cause to be done, ***all things necessary, proper or advisable to cause the Transactions to be effected as soon as practicable, but in any event on or prior to the Outside Date***, in accordance with the

[3] The "Sale Order" refers to that certain *Order (I) Approving Certain Asset Purchase Agreements; (II) Authorizing and Approving Sales of Certain Real Property Assets of the Debtors Free and Clear of Liens, Claims, Interests, and Encumbrances, in Each Case Pursuant to the Applicable Asset Purchase Agreement; (III) Approving the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases in Connection Therewith, in Each Case as Applicable Pursuant to the Applicable Asset Purchase Agreement; and (IV) Granting Related Relief* entered by the Court December 12, 2023 at Docket No. 1354.

> terms hereof and to cooperate with each other Party . . . in connection with ***any step required*** to be taken as a part of its obligations hereunder.

All Star Asset Purchase Agreement § 6.5 (emphasis added).

10. The parties expressly agreed under the All Star Asset Purchase Agreement that specific performance was an appropriate remedy for a failure to perform thereunder.

> The Parties agree that irreparable damage, for which monetary relief, even if available, would not be an adequate remedy, would occur in the event that any provision of this Agreement is not performed in accordance with its specific terms or is otherwise breached, ***including if any of the Parties fails to take any action required of it hereunder to consummate the Transactions***. It is accordingly agreed that (a) ***the Parties will be entitled to an injunction or injunctions, specific performance or other equitable relief*** to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in the courts described in Section 10.13 without proof of damages or otherwise, this being in addition to any other remedy to which they are entitled under this Agreement, and (b) ***the right of specific performance and other equitable relief is an integral part of the Transactions*** and without that right, neither Sellers nor Purchaser would have entered into this Agreement . . . The remedies available to Sellers . . . will be ***in addition to any other remedy to which they were entitled at law or in equity, and the election to pursue an injunction or specific performance will not restrict, impair or otherwise limit any Seller from seeking to collect or collecting damages***.

Id. § 10.12 (emphasis added).

11. The parties further agreed that the Bankruptcy Court would resolve any disputes under the All Star Asset Purchase Agreement and be the "exclusive venue" for resolving any such disputes:

> Each of the Parties irrevocably agrees that any Action of any kind whatsoever . . . based upon, arising out of, or related to this Agreement or the negotiation, execution, or performance of this Agreement of the Transactions . . . ***will be brought and determined only in the Bankruptcy Court*** . . . .

Id. § 10.13 (emphasis added).

12. The parties further agreed that the prevailing party in any such dispute would be entitled to its fees and costs for bringing and prosecuting such dispute from the non-prevailing party:

> If any litigation or other court action . . . is sought, taken, instituted or brought by Sellers or Purchaser to enforce its rights under this Agreement, ***all fees, costs and expenses, including, without limitation, reasonable attorneys' fees and court costs, of the prevailing party in such action, suit or proceeding shall be borne by the party against whose interest the judgment or decision is rendered***.

Id. § 10.22 (emphasis added).

13. On February 9, 2024, three days after the Closing Date and in light of All Star's refusal to Close the Quebec Transaction by the Closing Date, the Debtors filed the *Debtors' Motion to Enforce the Sale Order and Compel Performance by All Star Investments, Inc. Under the All Star Asset Purchase Agreement* [Docket No. 2138] (the "Motion to Compel") and the *Motion of Debtors for Entry of an Order Shortening Notice of Debtors' Motion to Enforce the Sale Order and Compel Performance by All Star Investments, Inc. Under the All Star Asset Purchase Agreement* [Docket No. 2139] (the "Motion to Shorten"), and served the same upon All Star. See Docket Nos. 2138 and 2139.

14. On February 10, 2024, the Court entered the *Order Shortening the Notice and Objection Period for Debtors' Motion to Enforce the Sale Order and to Compel Performance by All Star Investments, Inc. Under the All Star Asset Purchase Agreement* [Docket No. 2142], setting a hearing (the "Hearing") to consider the relief requested in the Motion to Compel for February 14, 2024 at 10:00 a.m. (E.T.), and the Debtors served the same upon All Star. See Docket No. 2142.

15. On February 12, 2024, the Debtors filed the *Notice of Hearing on Debtors' Motion to Enforce the Sale Order and to Compel Performance by All Star Investments, Inc. Under the All Star Asset Purchase Agreement* [Docket No. 2146] (the "Hearing Notice") and served the same upon All Star. See Docket No. 2146.

16. On February 12, 2024, the Debtors filed the *Declaration in Support of Jon Cremeans of Entry of Order Enforcing Sale Order and Compelling Specific Performance by All Star Investments, Inc. Under the All Star Asset Purchase Agreement* [Docket No. 2147] (the "Cremeans Declaration") in support of the Motion to Compel, and the Debtors served the same upon All Star. See Docket No. 2147.

17. On February 13, 2024, Varinder Singh of All Star ("Mr. Singh") emailed the Debtors that All Star "will be moving forward with this deal." See **Exhibit A**.

18. At the Hearing on February 14, 2024, All Star failed to appear, the Debtors proceeded with prosecuting the Motion to Compel, and the Court entered the *Order Enforcing Sale Order and Compelling Specific Performance by All Star Investments, Inc. Under the All Star Asset Purchase Agreement* [Docket No. 2194] (the "Order to Compel"), setting an extended Outside Date of March 7, 2024 (the "Extended Outside Date") by which All Star was compelled by the Court to Close the Quebec Transaction. Following the Hearing, the Debtors served the Order to Compel upon All Star. See Docket No. 2194.

19. On February 14, 2024, Spencer Applegate, Senior Vice President of Sacramento Brokerage and real estate broker to All Star ("Mr. Applegate"), emailed the Debtors: "I am working directly with [All Star] to get this done now. I will coordinate with escrow to insure the process is moving forward and they can start filling out the forms required." See **Exhibit B**.

20. On February 16, 2024, the Debtors' Canadian counsel, Goodmans LLP ("Goodmans") emailed Mr. Singh (copying Mr. Applegate) a closing agenda and draft closing documents. See **Exhibit C**.

21. On February 22, 2024, there being no response from All Star, Goodmans sent a follow-up email to Mr. Singh, copying Mr. Applegate. See **Exhibit D**.

22. On February 23, 2024, there still being no response from All Star, Goodmans sent an additional follow-up email to Mr. Singh, copying Mr. Applegate:

> We are following up again on this. We remind you of the Order to Compel that was issued by the U.S. Bankruptcy Court on February 14, 2024, which among things, requires Allstar to take all actions and steps necessary and required for the parties to close this transaction as soon as possible. Allstar will be in violation of two orders of the U.S. Bankruptcy Court if Allstar continues not to respond or work towards closing.

See **Exhibit E**.

23. On February 23, 2024, Mr. Applegate responded to Goodmans, copying Mr. Singh and Mr. Singh's business associates Messrs. Jay Singh, Gurinderjit Singh, and Jasdeep Singh:

> Allstar Investment Inc. will be ready to close next week. All Star Investment is a CA corporation. They would like to close under United Holding Group LLC, which I have included the Bylaws. Jay Singh [] will provide the most up to date article of corporation, which shows the relation between Allstar and UHG, and the GST.

See **Exhibit F**.

24. On February 26, 2024, Goodmans emailed Mr. Singh, Jay Singh, Gurinderjit Singh, Jasdeep Singh, and Mr. Applegate that, pursuant to paragraph 9 of the Canadian recognition order of the Sale Order, Allstar Investments Inc. must remain the purchaser entity on the closing documents. See **Exhibit G**. Two days then passed with no word from All Star.

25. On February 28, 2024—one week shy of the Extended Closing Date—Goodmans followed up by email to All Star for "any comments on the draft closing documents that we previously circulated [on February 16]." See **Exhibit H**. Two additional days then passed with no word from All Star.

26. On March 1, 2024, Goodmans followed up by email again with All Star (see **Exhibit I**), then again on March 4, 2024— there *still* being no response from All Star just three days shy of the Extended Outside Date pursuant to the Order to Compel. See **Exhibit J**.

27. On March 4, 2024, All Star, through Mr. Applegate, finally responded by email to Goodmans:

> Jay, who is copied on this email is Varinder and can provide all items required. Please provide wiring instructions and we can send funds.

See **Exhibit K**. Goodmans responded with the wiring instructions. See **Exhibit L**.

28. On March 5, 2024, there being no response from All Star, Goodmans sent a follow-up email asking All Star for a response "ASAP given the upcoming March 7 closing date." See **Exhibit M**.

29. On March 5, 2024, Gary Singh emailed Goodmans: "Varinder Singh (AllStar) would like to know if he can close the property under a Canadian corporation which he is the member director of the Corp. Please advise." See **Exhibit N**. Goodmans responded by email reiterating (per Goodmans' February 26 email) that Allstar Investments Inc. must be the purchaser entity registered on title as the purchaser of the Quebec Property.

30. On March 6, 2024, now just one day before the Extended Closing Date, Goodmans emailed All Star an updated closing checklist and proposed execution versions of the closing documents "in advance of closing tomorrow", noting "[w]e have sent all transaction

documents to the company for signature. Can Allstar please confirm that it is arranging for signature as well?" See **Exhibit O**.

31. In email response to Goodmans, on March 6, 2024, Mr. Applegate wrote:

> I have sent all document[s] to Varinder of Allstar Investments to review and execute. I am waiting for those items that you shared to be returned signed. Please share the new Statement of adjustment, so Allstar can schedule the full wire first thing in the morning.

See **Exhibit P**.

32. Time running out, the Debtors' U.S. counsel, Kirkland & Ellis LLP ("Kirkland"), sent a "chaser" email to All Star that morning, as well.

> What is the delay now? I understand Canadian counsel has been in touch with you to close this transaction, in accordance with that is now two Bankruptcy Court Orders, and you have not been responsive. Please respond and prepare for closing, so we can avoid pursuing further remedies . . . [which] may include, among other things, order for contempt of court and related penalties.

See **Exhibit Q**.

33. Mr. Applegate responded by email to Kirkland:

> Allstar will be returning the documents fully executed and scheduling their FULL wire in the AM once they receive the updated closing statement and we can close this deal in a timely manner.

See **Exhibit R**.

34. On March 7, 2024—the Extended Closing Date—Goodmans emailed All Star at 5:52 a.m. (E.T.): "[C]an the Allstar team please confirm status for closing today?" (see **Exhibit S**) and Kirkland emailed All Star at 9:09 a.m. (E.T.): "Checking in on where things stand today as we need to coordinate wires/utility reads, etc. Please let us know if the funds have been sent and when we can expect executed documents." See **Exhibit T**.

35. At 11:12 a.m. (E.T.) on the Extended Closing Date, Mr. Applegate responded by email to Goodmans, copying Mr. Singh, Jay Singh, and Gurinderjit Singh:

> I still have not received executed documents back yet. @ Jay Singh please update the Seller's team on when you expect to sign and wire fund[s].

See **Exhibit T**. Mr. Applegate then emailed Kirkland at 11:49 a.m. (E.T.): "We are waiting for Jay/Varinder to update the team on when the wires were sent and if they have signed the documents." See **Exhibit U**.

36. All Star then went radio silent for the remainder of the day.

37. On March 8, 2024—now a day past the Extended Closing Date imposed by the Court in the Order to Compel—Kirkland emailed Mr. Applegate, copying Mr. Singh, at 9:34 a.m. (E.T.):

> Any update from your clients? It would be much easier for all involved to close this and be done, but we're getting [to] a point where we will soon seek a contempt order from the court.

See **Exhibit V**.

38. At 1:46 p.m. (E.T.) on March 8, 2024, Mr. Applegate responded to Kirkland by email:

> Jay/Varinder has been unresponsive to me as I push for them to update the team & complete the wire and execution of the documents . . . I will continue to reach out to him and if I hear anything I will update all.

See **Exhibit W**.

39. Three days then passed with no further word from All Star, and on March 11, 2024, Kirkland emailed Mr. Applegate (copying Mr. Singh) to "please advise of the status and if you will be funding the closing today ASAP as we need to update the court of the same." See **Exhibit X**.

40. On March 12, 2024, there being no response from All Star and with yet another day having passed, Kirkland sent the below email to Mr. Singh:

> Varinder, given your lack of responsiveness and refusal to close, we will proceed with seeking an order from the court to hold you in contempt, including holding you liable for the costs and expenses incurred by Yellow in connection therewith. Absent receipt of wire **today**, we will proceed.

See **Exhibit Y**.

41. There being no response from All Star and the Extended Closing Date now *eight* (8) days ago—the Debtors filed the Motion.

Relief Requested

42. By this Motion, the Debtors seek entry of an order (i) enforcing the Sale Order and the Order to Compel against All Star, (ii) directing All Star to close the Quebec Transaction immediately in accordance with the All Star Asset Purchase Agreement; (iii) holding All Star in civil contempt for violating this Court's Sale Order and Order to Compel; and (iv) ordering monetary sanctions against All Star to pay all costs and expenses, including attorneys' fees, incurred by the Debtors in addressing such violations.

All Star Should Be Found in Civil Contempt and Sanctioned

43. As the United States Supreme Court explained, a bankruptcy court has the authority to enforce its own orders. *See Travelers Indem. Co. v. Bailey*, 557 U.S. 137, 151 (2009). *See also, In re Continental Airlines, Inc.*, 236 B.R. 318, 325 (Bankr. D. Del. 1999) ("It is axiomatic that a court possesses the inherent authority to enforce its own orders").

44. To that end, the Court may issue orders to enforce compliance with prior orders. *See Continental*, 236 B.R. at 331 (imposing sanctions for violation of bankruptcy court's confirmation order). This includes the power to issue civil contempt orders. *See, e.g., In re Kennedy*, 80 B.R. 673 (Bankr. D. Del. 1987) (finding party in contempt of court order and

awarding attorneys' fees incurred in bringing motion for contempt). *See also, In re Swanson,* 207 B.R. 76, 79 (Bankr. D.N.J. 1997) ("Pursuant to Bankruptcy Code § 105, a bankruptcy court may award damages for civil contempt"); *In re Baker*, 195 B.R. 309, 316 (Bankr. D.N.J. 1996) ("The bankruptcy court has the power to sanction parties for contempt") (citations omitted). An order finding civil contempt may be appropriate to "enforce compliance with a court order and to compensate a party damaged by a violation of that order." *Swanson*, 207 B.R. at 79 (citations omitted).

45. This Court is "afforded broad discretion to fashion a sanction that will achieve full remedial relief." *John T. v. Delaware County Intermediate Unit*, 318 F.3d 545, 554 (3rd Cir. 2003) (citing *McComb v. Jacksonville Paper Co.*, 336 U.S. 187, 193-94 (1949)). *See also, In re Miller,* 2007 Bankr. LEXIS 4144, *11-12 (Bankr. E.D. Penn. Dec. 11, 2007) ("the law affords courts considerable discretion in fashioning an appropriate sanctions for contempt") (citing *Robin Woods Inc. v. Woods*, 28 F.3d 396, 399 (3rd Cir. 1994)). "Often this discretion involves ordering payment for the costs of past non-compliance[.]" *Id.* In addition, "'[a] primary aspect of that discretion is the ability to fashion an appropriate sanction for conduct which abuses the judicial process.'" *Fellheimer, Eichen & Braverman v. Charter Technologies,* 57 F.3d 1215, 1224 (3rd Cir. 1995) (quoting *Chambers v. Nasco, Inc.*, 501 U.S. 32, 44-45 (1991)).

46. The Debtors need only show the existence of a clear and enforceable order, the Debtors' notice of, and All Star's noncompliance with that order. *See In re Keene*, 110 B.R. 477, 482-83 (S.D. Cal. 1990); *Baker*, 195 B.R. at 316-19. That is, to obtain sanctions for civil contempt, three elements must be established: (1) a valid order of the court must exist; (2) the person to be charged with contempt must have actual knowledge of the order; and (3) the person must have disobeyed the order. *In re Continental Airlines, Inc.*, 236 B.R. 318, 330 (Bankr. D. Del. 1999); *In re Baker*, 195 B.R. 309, 317 (Bankr. D.N.J. 1996) (quoting *Roe, et al.*

v. Operation Rescue, 54 F.3d 133, 137 (3d Cir. 1995)). In order to be found in civil contempt, the offending party must have knowingly and willfully violated a definite and specific court order. *In re Ryan*, 100 B.R. 411, 417 (Bankr. N.D. Ill. 1989); *In re Kennedy*, 80 B.R. 673 (Bankr. D. Del. 1987) (courts have inherent contempt powers to enforce compliance with their lawful orders).

47. Compensatory damages, including attorneys' fees, may be awarded as sanctions pursuant to section 105 of the Bankruptcy Code for violations of court orders. *In re Hardy*, 97 F.3d 1384, 1390 (11th Cir. 1996) (violation of discharge injunction); *In re Fluke*, 305 B.R. 635, 644 (Bankr. D. Del. 2004) ("A bankruptcy court has the power to issue a wide range of sanctions, including costs, attorneys' fees and compensatory and punitive damages.").

48. All criteria to warrant a contempt finding and sanctions are met here.

49. *First*, no dispute exists that the Sale Order and the Order to Compel are clear and unambiguous orders that includes terms All Star knew about and understood. Also, no dispute exists that the Sale Order and the Order to Compel are enforceable. They are valid orders of the Court, each in full force and effect and not subject to any appeal.

50. *Second*, All Star did not comply with the Sale Order and subsequently did not comply with the Order to Compel. All Star has failed to close the Quebec Transaction by both the Outside Date (as required by the Sale Order) and the Extended Outside Date (as required by the Order to Compel)—and has been wholly uncooperative with the Debtors to achieve Closing despite the Sale Order, the Order to Compel, and the Debtors' best efforts to cooperate with All Star and achieve Closing.

51. *Third*, All Star had actual notice of the Sale Order and the Order to Compel, and received timely mail and email notice of the same and related documents and hearings, as described above. Nevertheless, All Star has failed to comply with the Sale Order

and the Order to Compel and to abide by the Court's directives and rulings.

52. All Star has caused the Debtors to incur unnecessary costs and expenses, including attorneys' fees, in responding to All Star's violations and disregard of the Sale Order and the Order to Compel—to the detriment of the Debtors' estates. The Debtors respectfully request that the Court order All Star pay for the cost of cleaning-up the mess that it has created. To that end, the Court should permit the Debtors to (i) submit a bill to this Court and All Star for all of the Debtors' costs and expenses, including attorneys' fees, incurred in connection with prosecuting this matter, and (ii) order All Star to pay all such costs and expenses to the Debtors within three (3) days thereafter.

53. All Star's refusal to Close the Quebec Transaction has demonstrated a clear disregard for this Court's authority.

54. For these reasons, the Court should enforce the Sale Order and the Order to Compel against All Star, require All Star to close the Quebec Transaction immediately, hold All Star in civil contempt for its violations of the Sale Order, the Order to Compel, and this Court's authority generally, and issue the requested sanctions.

Conclusion

WHEREFORE, based on the foregoing, the Debtors respectfully request that the Court grant the Motion and enter an order, substantially in the form attached hereto.

439

Dated: March 15, 2024
Wilmington, Delaware

/s/ Peter J. Keane

Laura Davis Jones (DE Bar No. 2436)
Timothy P. Cairns (DE Bar No. 4228)
Peter J. Keane (DE Bar No. 5503)
Edward Corma (DE Bar No. 6718)
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919 North Market Street, 17th Floor
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Patrick J. Nash Jr., P.C. (admitted *pro hac vice*)
David Seligman, P.C. (admitted *pro hac vice*)
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-and-

Allyson B. Smith (admitted *pro hac vice*)
KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP
601 Lexington Avenue
New York, New York 10022
Telephone: (212) 446-4800
Facsimile: (212) 446-4900
Email: allyson.smith@kirkland.com

Co-Counsel for the Debtors and Debtors in Possession

Exhibit A

441

From:	Varinder Singh
To:	Toth, Steve
Cc:	#Yellow/Prime - KECorporate; Applegate, Spencer; Caruso, John G.; Descours, Caroline; Giordano, Greg; Herlin, Ken; Hsu, Victor; Jon Cremeans; Keyvan Nassiry; Metviner, Aaron; Smith, Allyson B.; Yellow
Subject:	Re: Yellow - Notice of Purchaser Breach of Agreement and Potential Forfeiture of Deposit
Date:	Tuesday, February 13, 2024 6:38:48 PM

Hello everyone,

we will be moving forward with this deal, close of date need to be on feb 29th or sooner.

Thanks

Varinder Singh

E: roadkingtrucklines@gmail.com

On Fri, Feb 9, 2024 at 12:57 PM Varinder Singh <roadkingtrucklines@gmail.com> wrote:

> Hello everyone, At this moment i see alot of foul things happening regarding that property in Canada. As you can see multiple agents had and have been listing that property. Due to which i am not comfortable with moving in closing this property. If there is any kind of , my attorney has been advised about this and he will be getting in touch further related to this.
>
> Thank you
>
> Safety | **Road King Truck Lines Inc**
> **A:** 474 W Grant Line Rd Ste 200, Tracy, CA 95376
> **P:** 209-818-7320
> **E:** roadkingtrucklines@gmail.com

Exhibit B

From:	Applegate, Spencer
To:	Toth, Steve; Smith, Allyson B.
Cc:	#Yellow/Prime - KECorporate; Caruso, John G.; Descours, Caroline; Giordano, Greg; Herlin, Ken; Hsu, Victor; Jon Cremeans; Keyvan Nassiry; Metviner, Aaron; Yellow
Subject:	RE: Yellow - Notice of Purchaser Breach of Agreement and Potential Forfeiture of Deposit
Date:	Wednesday, February 14, 2024 3:44:27 PM
Attachments:	image001.png image002.png image003.png image004.png image005.png image006.png

Hi Steve-

I am working directly with the buyer to get this done now. I will coordinate with escrow to insure the process is moving forward and they start filling out the forms required.

The buyer asked if it would be possible to have the property removed from all listing services at this time. It is currently being marketed by Stephane Robillard (https://www.savills.ca/people/stephane-robillard.aspx) on commercial real estate listing services (Costar & loopnet).

Let me know where I can help get these last few deals across the finish line.

Sincerely,

Spencer Applegate
Senior Vice President | Sacramento Brokerage
spencer.applegate@colliers.com
CA Lic. 01938234
Direct: +1 916 563 3004 | Mobile: +1 916 216 3780
301 University Avenue, Suite 100 | Sacramento, CA 95825 | USA
colliers.com | View Privacy Policy

From: Toth, Steve <steve.toth@kirkland.com>
Sent: Wednesday, February 14, 2024 10:05 AM
To: Smith, Allyson B. <allyson.smith@kirkland.com>
Cc: #Yellow/Prime - KECorporate <Yellow-Prime_KECorporate@kirkland.com>; Applegate, Spencer <Spencer.Applegate@colliers.com>; Caruso, John G. <jcaruso@kirkland.com>; Descours, Caroline <cdescours@goodmans.ca>; Giordano, Greg <ggiordano@alvarezandmarsal.com>; Herlin, Ken <kherlin@goodmans.ca>; Hsu, Victor <vhsu@alvarezandmarsal.com>; Jon Cremeans <jcremeans@ducerapartners.com>; Keyvan Nassiry <kn@nassirylaw.com>; Metviner, Aaron <aaron.metviner@kirkland.com>; Yellow <yellow@ducerapartners.com>
Subject: RE: Yellow - Notice of Purchaser Breach of Agreement and Potential Forfeiture of Deposit

Exhibit C

Under which State law ALLSTAR INVESTMENTS INC. was incorporated and currently exists?

Does ALLSTAR INVESTMENTS INC. have *Goods and Services Tax* (GST) and *Quebec Sales Tax* (QST) numbers? If so, please provide the details.

Looking forward to your responses.

Best regards,

<image001.png>

Keyvan Nassiry | **Lawyer**

1250 René-Lévesque Boulevard West
Suite 2200
Montreal | Québec

H3B 4W8 | Canada

+1 (514) 944-6760

nassirylaw.com

From: Harmes, Andrew <aharmes@goodmans.ca>
Sent: Friday, February 16, 2024 5:55 PM
To: roadkingtrucklines@gmail.com
Cc: Applegate, Spencer <Spencer.Applegate@colliers.com>; Keyvan Nassiry <kn@nassirylaw.com>; Herlin, Ken <kherlin@goodmans.ca>; Descours, Caroline <cdescours@goodmans.ca>; Lauzon, Gloria <glauzon@goodmans.ca>
Subject: Yellow - draft closing documents

Hi Varinder,

As you know, Goodmans is Canadian counsel to Yellow. We, with Keyvan Nassiry, our Quebec co-counsel, are assisting with the transaction for the Stanhope location. Please see attached for a draft closing agenda, as well as an initial batch of draft closing documents (all of which remain subject to further review / revision). We will follow next week with certain additional documents.

Please let us know if you have any comments or questions. Please also let us know if you have counsel who will be assisting you on this transaction.

Also, can you confirm whether Allstar Investments Inc. is registered with Revenu Quebec for GST and QST purposes?

Thank you,

Andrew Harmes

Goodmans LLP

416.849.6923

aharmes@goodmans.ca

Bay Adelaide Centre
333 Bay Street, Suite 3400
Toronto, ON M5H 2S7

goodmans.ca

<Summary (French) for registration of Vesting Order at Quebec land registry office - v3.docx>

<Order - Sale Recognition Vesting Order - December 19, 2023 - French with Schedule D only.pdf>

<CertificateNonFile.YRC FeirghtCanadaCompany.Fr.pdf>

<Summary of adjustments.doc>

<Municipal taxes - 930, Route 147 S., Dixville, Québec.pdf>

<School Board taxes - 930, Route 147 S., Dixville, Québec.pdf>

<Summary of adjustments - 930 Route 147 Dixville Quebec.docx>
<Redline - Summary of adjustments - 930 Route 147 Dixville Quebec-1403-3587-7386-v10 and

Please let us know if you have any comments or questions. Please also let us know if you have counsel who will be assisting you on this transaction.

Also, can you confirm whether Allstar Investments Inc. is registered with Revenu Quebec for GST and QST purposes?

Thank you,

Andrew Harmes

Goodmans LLP

416.849.6923

aharmes@goodmans.ca

Bay Adelaide Centre
333 Bay Street, Suite 3400
Toronto, ON M5H 2S7

goodmans.ca

<Summary (French) for registration of Vesting Order at Quebec land registry office - v3.docx>

<Order - Sale Recognition Vesting Order - December 19, 2023 - French with Schedule D only.pdf>

<CertificateNonFile.YRC FeirghtCanadaCompany.Fr.pdf>

<Summary of adjustments.doc>

<Municipal taxes - 930, Route 147 S., Dixville, Québec.pdf>

<School Board taxes - 930, Route 147 S., Dixville, Québec.pdf>

<Summary of adjustments - 930 Route 147 Dixville Quebec.docx>
<Redline - Summary of adjustments - 930 Route 147 Dixville Quebec-1403-3587-7386-v10 and

Exhibit D

respond or work towards closing.

Thank you,

Andrew Harmes

Goodmans LLP

416.849.6923

aharmes@goodmans.ca

goodmans.ca

From: Harmes, Andrew
Sent: Thursday, February 22, 2024 8:29 AM
To: Keyvan Nassiry <kn@nassirylaw.com>
Cc: roadkingtrucklines@gmail.com; Applegate, Spencer <Spencer.Applegate@colliers.com>; Herlin, Ken <kherlin@goodmans.ca>; Descours, Caroline <cdescours@goodmans.ca>; Lauzon, Gloria <glauzon@goodmans.ca>
Subject: Re: Yellow - draft closing documents - Stanhope property

Hi Varinder,

Following up on the below emails. Please let us know if you have any questions on the closing documents.

Also, please get back to us on the questions below, namely:

1. Jurisdiction of incorporation/ existence of Allstar Investments Inc.

2. Whether Allstar has GST and QST numbers.

Also, please advise if you intend to have counsel assist you with this transaction.

Thank you,

Andrew Harmes

Goodmans LLP

416.849.6923

aharmes@goodmans.ca

On Feb 19, 2024, at 5:09 PM, Keyvan Nassiry <kn@nassirylaw.com> wrote:

Hi Varinder,

Following up on Andrew's email below, I attach the following documents regarding the transfer of title of the Stanhope property:

1. **Summary registration form** (in French) to be signed by the officiating notary and filed at the Quebec Land Register (Registration Division of Coaticook). The summary will be accompanied by the following documents
    1. Certified **French translation of the sale recognition and vesting order**
    2. **Certificate of non-filing** issued by the Ontario Court of Appeal in respect of the vesting order

1. **Summary Statement of Adjustment** to be finalized at closing whereby the vendor and purchaser assume their *pro rata* shares of prepaid real estate taxes, utilities (e.g.,hydro), alarm and landscaping charges, as applicable. Other inherent expenses may be inserted once we have received more information about them in the coming days. Once settled, all figures in this document can be converted to USD immediately on the morning of the closing date.
2. **Statement of Municipal taxes** for 2024 regarding the Stanhope property
3. **Statement of School Board taxes** (another form of real property tax unique to Quebec) for 2024 regarding the Stanhope property

Important: In order to complete the Summary (in "A" above), please advise:

Exhibit E

Allstar Investment Inc. will be ready to close next week. All Star Investment is a CA corporation. They would like to close under United Holding Group LLC, which I have included the Bylaws. Jay Singh (wsm.jay@gmail.com) will provide the most up to date article of corporation, which shows the relation between Allstar and UHG, and the GST.

I have copied all parties that are involved on the buyers team(wsm.jay@gmail.com; realtor_garysingh@yahoo.com; jas_408@yahoo.com; roadkingtrucklines@gmail.com) .

Sincerely,

Spencer Applegate

Senior Vice President | Sacramento Brokerage
spencer.applegate@colliers.com

CA Lic. 01938234

Direct: +1 916 563 3004 | Mobile: +1 916 216 3780

301 University Avenue, Suite 100 | Sacramento, CA 95825 | USA

From: Harmes, Andrew <aharmes@goodmans.ca>
Sent: Friday, February 23, 2024 12:24 PM
To: Keyvan Nassiry <kn@nassirylaw.com>
Cc: roadkingtrucklines@gmail.com; Applegate, Spencer <Spencer.Applegate@colliers.com>; Herlin, Ken <kherlin@goodmans.ca>; Descours, Caroline <cdescours@goodmans.ca>; Lauzon, Gloria <glauzon@goodmans.ca>
Subject: RE: Yellow - draft closing documents - Stanhope property

Hi Varinder,

We are following up again on this. We remind you of the Order to Compel that was issued by the U.S. Bankruptcy Court on February 14, 2024, which, among other things, requires Allstar to take all actions and steps necessary and required for the parties to close this transaction as soon as possible. Allstar will be in violation of two orders of the U.S. Bankruptcy Court if Allstar continues not to

respond or work towards closing.

Thank you,

Andrew Harmes

Goodmans LLP

416.849.6923

aharmes@goodmans.ca

goodmans.ca

From: Harmes, Andrew
Sent: Thursday, February 22, 2024 8:29 AM
To: Keyvan Nassiry <kn@nassirylaw.com>
Cc: roadkingtrucklines@gmail.com; Applegate, Spencer <Spencer.Applegate@colliers.com>; Herlin, Ken <kherlin@goodmans.ca>; Descours, Caroline <cdescours@goodmans.ca>; Lauzon, Gloria <glauzon@goodmans.ca>
Subject: Re: Yellow - draft closing documents - Stanhope property

Hi Varinder,

Following up on the below emails. Please let us know if you have any questions on the closing documents.

Also, please get back to us on the questions below, namely:

1. Jurisdiction of incorporation/ existence of Allstar Investments Inc.

2. Whether Allstar has GST and QST numbers.

Also, please advise if you intend to have counsel assist you with this transaction.

Thank you,

Exhibit F

Gurinderjit Singh <realtor_garysingh@yahoo.com>
Cc: roadkingtrucklines@gmail.com <roadkingtrucklines@gmail.com>; Herlin, Ken <kherlin@goodmans.ca>; Descours, Caroline <cdescours@goodmans.ca>; Lauzon, Gloria <glauzon@goodmans.ca>; Jasdeep Singh <jas_408@yahoo.com>
Subject: RE: Yellow - draft closing documents - Stanhope property

Hi Spencer,

Thanks for the below response. With respect to the request to have United Holding Group LLC serve as the purchaser entity, we note that the Sale Recognition and Vesting Order is specific that Allstar Investments Inc. is to be registered on title as the purchaser of the purchased property – see paragraph 9, in particular. Accordingly, we cannot substitute United Holding Group LLC for Allstar Investments Inc. as the purchaser entity.

A copy of the Sale Recognition and Vesting Order, which was previously provided, is attached for reference.

Thank you,

Andrew Harmes

Goodmans LLP

416.849.6923

aharmes@goodmans.ca

goodmans.ca

From: Applegate, Spencer <Spencer.Applegate@colliers.com>
Sent: Friday, February 23, 2024 4:08 PM
To: Harmes, Andrew <aharmes@goodmans.ca>; Keyvan Nassiry <kn@nassirylaw.com>; Jay Singh <wsm.jay@gmail.com>; Gurinderjit Singh <realtor_garysingh@yahoo.com>
Cc: roadkingtrucklines@gmail.com; Herlin, Ken <kherlin@goodmans.ca>; Descours, Caroline <cdescours@goodmans.ca>; Lauzon, Gloria <glauzon@goodmans.ca>; Jasdeep Singh <jas_408@yahoo.com>
Subject: RE: Yellow - draft closing documents - Stanhope property

Hi Andrew-

Allstar Investment Inc. will be ready to close next week. All Star Investment is a CA corporation. They would like to close under United Holding Group LLC, which I have included the Bylaws. Jay Singh (wsm.jay@gmail.com) will provide the most up to date article of corporation, which shows the relation between Allstar and UHG, and the GST.

I have copied all parties that are involved on the buyers team(wsm.jay@gmail.com; realtor_garysingh@yahoo.com; jas_408@yahoo.com; roadkingtrucklines@gmail.com) .

Sincerely,

Spencer Applegate

Senior Vice President | Sacramento Brokerage
spencer.applegate@colliers.com

CA Lic. 01938234

Direct: +1 916 563 3004 | Mobile: +1 916 216 3780

301 University Avenue, Suite 100 | Sacramento, CA 95825 | USA

From: Harmes, Andrew <aharmes@goodmans.ca>
Sent: Friday, February 23, 2024 12:24 PM
To: Keyvan Nassiry <kn@nassirylaw.com>
Cc: roadkingtrucklines@gmail.com; Applegate, Spencer <Spencer.Applegate@colliers.com>; Herlin, Ken <kherlin@goodmans.ca>; Descours, Caroline <cdescours@goodmans.ca>; Lauzon, Gloria <glauzon@goodmans.ca>
Subject: RE: Yellow - draft closing documents - Stanhope property

Hi Varinder,

We are following up again on this. We remind you of the Order to Compel that was issued by the U.S. Bankruptcy Court on February 14, 2024, which, among other things, requires Allstar to take all actions and steps necessary and required for the parties to close this transaction as soon as possible. Allstar will be in violation of two orders of the U.S. Bankruptcy Court if Allstar continues not to

Exhibit G

Thank you,

Andrew Harmes

(he/him)

Goodmans LLP

416.849.6923

aharmes@goodmans.ca

goodmans.ca

From: Harmes, Andrew <aharmes@goodmans.ca>
Sent: Wednesday, February 28, 2024 10:01 PM
To: Applegate, Spencer <Spencer.Applegate@colliers.com>; Keyvan Nassiry <kn@nassirylaw.com>; Jay Singh <wsm.jay@gmail.com>; Gurinderjit Singh <realtor_garysingh@yahoo.com>
Cc: roadkingtrucklines@gmail.com; Herlin, Ken <kherlin@goodmans.ca>; Descours, Caroline <cdescours@goodmans.ca>; Lauzon, Gloria <glauzon@goodmans.ca>; Jasdeep Singh <jas_408@yahoo.com>
Subject: Re: Yellow - draft closing documents - Stanhope property

Hi all,

We are circling up on the below. Can you please advise if you have any comments on the draft closing documents that we previously circulated? Also, can you please confirm whether you intend to have counsel assist with this transaction?

Thank you,

Andrew Harmes
Goodmans LLP
416.849.6923

From: Harmes, Andrew <aharmes@goodmans.ca>
Sent: Monday, February 26, 2024 10:10 AM
To: Applegate, Spencer <Spencer.Applegate@colliers.com>; Keyvan Nassiry <kn@nassirylaw.com>; Jay Singh <wsm.jay@gmail.com>;

Gurinderjit Singh <realtor_garysingh@yahoo.com>
Cc: roadkingtrucklines@gmail.com <roadkingtrucklines@gmail.com>; Herlin, Ken <kherlin@goodmans.ca>; Descours, Caroline <cdescours@goodmans.ca>; Lauzon, Gloria <glauzon@goodmans.ca>; Jasdeep Singh <jas_408@yahoo.com>
Subject: RE: Yellow - draft closing documents - Stanhope property

Hi Spencer,

Thanks for the below response. With respect to the request to have United Holding Group LLC serve as the purchaser entity, we note that the Sale Recognition and Vesting Order is specific that Allstar Investments Inc. is to be registered on title as the purchaser of the purchased property – see paragraph 9, in particular. Accordingly, we cannot substitute United Holding Group LLC for Allstar Investments Inc. as the purchaser entity.

A copy of the Sale Recognition and Vesting Order, which was previously provided, is attached for reference.

Thank you,

Andrew Harmes

Goodmans LLP

416.849.6923

aharmes@goodmans.ca

goodmans.ca

From: Applegate, Spencer <Spencer.Applegate@colliers.com>
Sent: Friday, February 23, 2024 4:08 PM
To: Harmes, Andrew <aharmes@goodmans.ca>; Keyvan Nassiry <kn@nassirylaw.com>; Jay Singh <wsm.jay@gmail.com>; Gurinderjit Singh <realtor_garysingh@yahoo.com>
Cc: roadkingtrucklines@gmail.com; Herlin, Ken <kherlin@goodmans.ca>; Descours, Caroline <cdescours@goodmans.ca>; Lauzon, Gloria <glauzon@goodmans.ca>; Jasdeep Singh <jas_408@yahoo.com>
Subject: RE: Yellow - draft closing documents - Stanhope property

Hi Andrew-

Exhibit H

Thank you,

Andrew Harmes

(he/him)

Goodmans LLP

416.849.6923

aharmes@goodmans.ca

goodmans.ca

From: Harmes, Andrew <aharmes@goodmans.ca>
Sent: Wednesday, February 28, 2024 10:01 PM
To: Applegate, Spencer <Spencer.Applegate@colliers.com>; Keyvan Nassiry <kn@nassirylaw.com>; Jay Singh <wsm.jay@gmail.com>; Gurinderjit Singh <realtor_garysingh@yahoo.com>
Cc: roadkingtrucklines@gmail.com; Herlin, Ken <kherlin@goodmans.ca>; Descours, Caroline <cdescours@goodmans.ca>; Lauzon, Gloria <glauzon@goodmans.ca>; Jasdeep Singh <jas_408@yahoo.com>
Subject: Re: Yellow - draft closing documents - Stanhope property

Hi all,

We are circling up on the below. Can you please advise if you have any comments on the draft closing documents that we previously circulated? Also, can you please confirm whether you intend to have counsel assist with this transaction?

Thank you,

Andrew Harmes
Goodmans LLP
416.849.6923

From: Harmes, Andrew <aharmes@goodmans.ca>
Sent: Monday, February 26, 2024 10:10 AM
To: Applegate, Spencer <Spencer.Applegate@colliers.com>; Keyvan Nassiry <kn@nassirylaw.com>; Jay Singh <wsm.jay@gmail.com>;

Exhibit I

<realtor_garysingh@yahoo.com>
Cc: roadkingtrucklines@gmail.com; Herlin, Ken <kherlin@goodmans.ca>; Descours, Caroline <cdescours@goodmans.ca>; Lauzon, Gloria <glauzon@goodmans.ca>; Jasdeep Singh <jas_408@yahoo.com>
Subject: RE: Yellow - draft closing documents - Stanhope property

Hi all – following up again on this. In addition to any comments you may have on the closing documents, please also advise regarding the below points. Your feedback is needed in order to work towards closing by March 7th:

- Under which State law ALLSTAR INVESTMENTS INC. was incorporated and currently exists?
- Does ALLSTAR INVESTMENTS INC. have Goods and Services Tax (GST) and Quebec Sales Tax (QST) numbers? If so, please provide the details.

We are available to discuss if helpful.

Thank you,

Andrew Harmes

(he/him)

Goodmans LLP

416.849.6923

aharmes@goodmans.ca

goodmans.ca

From: Harmes, Andrew
Sent: Friday, March 1, 2024 5:29 PM
To: Applegate, Spencer <Spencer.Applegate@colliers.com>; Keyvan Nassiry <kn@nassirylaw.com>; Jay Singh <wsm.jay@gmail.com>; Gurinderjit Singh <realtor_garysingh@yahoo.com>
Cc: roadkingtrucklines@gmail.com; Herlin, Ken <kherlin@goodmans.ca>; Descours, Caroline <cdescours@goodmans.ca>; Lauzon, Gloria <glauzon@goodmans.ca>; Jasdeep Singh <jas_408@yahoo.com>
Subject: RE: Yellow - draft closing documents - Stanhope property

Hi all – we are following up on the below, and re-attaching the various draft closing documents. Please let us know if you have any comments or wish to discuss.

Thank you,

Andrew Harmes

(he/him)

Goodmans LLP

416.849.6923

aharmes@goodmans.ca

goodmans.ca

From: Harmes, Andrew <aharmes@goodmans.ca>
Sent: Wednesday, February 28, 2024 10:01 PM
To: Applegate, Spencer <Spencer.Applegate@colliers.com>; Keyvan Nassiry <kn@nassirylaw.com>; Jay Singh <wsm.jay@gmail.com>; Gurinderjit Singh <realtor_garysingh@yahoo.com>
Cc: roadkingtrucklines@gmail.com; Herlin, Ken <kherlin@goodmans.ca>; Descours, Caroline <cdescours@goodmans.ca>; Lauzon, Gloria <glauzon@goodmans.ca>; Jasdeep Singh <jas_408@yahoo.com>
Subject: Re: Yellow - draft closing documents - Stanhope property

Hi all,

We are circling up on the below. Can you please advise if you have any comments on the draft closing documents that we previously circulated? Also, can you please confirm whether you intend to have counsel assist with this transaction?

Thank you,

Andrew Harmes
Goodmans LLP
416.849.6923

From: Harmes, Andrew <aharmes@goodmans.ca>
Sent: Monday, February 26, 2024 10:10 AM
To: Applegate, Spencer <Spencer.Applegate@colliers.com>; Keyvan Nassiry <kn@nassirylaw.com>; Jay Singh <wsm.jay@gmail.com>;

Exhibit J

416.849.6923

aharmes@goodmans.ca

goodmans.ca

From: Applegate, Spencer <Spencer.Applegate@colliers.com>
Sent: Monday, March 4, 2024 1:19 PM
To: Harmes, Andrew <aharmes@goodmans.ca>; Keyvan Nassiry <kn@nassirylaw.com>; Jay Singh <wsm.jay@gmail.com>; Gurinderjit Singh <realtor_garysingh@yahoo.com>
Cc: roadkingtrucklines@gmail.com; Herlin, Ken <kherlin@goodmans.ca>; Descours, Caroline <cdescours@goodmans.ca>; Lauzon, Gloria <glauzon@goodmans.ca>; Jasdeep Singh <jas_408@yahoo.com>
Subject: RE: Yellow - draft closing documents - Stanhope property

Hi Andrew-

Allstar Investments Inc is a California Corporation. I have attached the Statement of Info. Jay, who is copied on this email (wsm.jay@gmail.com) is Varinder and can provide all items required.

Please provide wiring instructions and we can send funds.

Spencer Applegate

Senior Vice President | Sacramento Brokerage
spencer.applegate@colliers.com

CA Lic. 01938234

Direct: +1 916 563 3004 | Mobile: +1 916 216 3780

301 University Avenue, Suite 100 | Sacramento, CA 95825 | USA

From: Harmes, Andrew <aharmes@goodmans.ca>
Sent: Monday, March 4, 2024 10:05 AM
To: Applegate, Spencer <Spencer.Applegate@colliers.com>; Keyvan Nassiry <kn@nassirylaw.com>; Jay Singh <wsm.jay@gmail.com>; Gurinderjit Singh

<realtor_garysingh@yahoo.com>
Cc: roadkingtrucklines@gmail.com; Herlin, Ken <kherlin@goodmans.ca>; Descours, Caroline <cdescours@goodmans.ca>; Lauzon, Gloria <glauzon@goodmans.ca>; Jasdeep Singh <jas_408@yahoo.com>
Subject: RE: Yellow - draft closing documents - Stanhope property

Hi all – following up again on this. In addition to any comments you may have on the closing documents, please also advise regarding the below points. Your feedback is needed in order to work towards closing by March 7th:

- Under which State law ALLSTAR INVESTMENTS INC. was incorporated and currently exists?
- Does ALLSTAR INVESTMENTS INC. have Goods and Services Tax (GST) and Quebec Sales Tax (QST) numbers? If so, please provide the details.

We are available to discuss if helpful.

Thank you,

Andrew Harmes

(he/him)

Goodmans LLP

416.849.6923

aharmes@goodmans.ca

goodmans.ca

From: Harmes, Andrew
Sent: Friday, March 1, 2024 5:29 PM
To: Applegate, Spencer <Spencer.Applegate@colliers.com>; Keyvan Nassiry <kn@nassirylaw.com>; Jay Singh <wsm.jay@gmail.com>; Gurinderjit Singh <realtor_garysingh@yahoo.com>
Cc: roadkingtrucklines@gmail.com; Herlin, Ken <kherlin@goodmans.ca>; Descours, Caroline <cdescours@goodmans.ca>; Lauzon, Gloria <glauzon@goodmans.ca>; Jasdeep Singh <jas_408@yahoo.com>
Subject: RE: Yellow - draft closing documents - Stanhope property

Hi all – we are following up on the below, and re-attaching the various draft closing documents. Please let us know if you have any comments or wish to discuss.

Exhibit K

416.849.6923

aharmes@goodmans.ca

goodmans.ca

From: Applegate, Spencer <Spencer.Applegate@colliers.com>
Sent: Monday, March 4, 2024 1:19 PM
To: Harmes, Andrew <aharmes@goodmans.ca>; Keyvan Nassiry <kn@nassirylaw.com>; Jay Singh <wsm.jay@gmail.com>; Gurinderjit Singh <realtor_garysingh@yahoo.com>
Cc: roadkingtrucklines@gmail.com; Herlin, Ken <kherlin@goodmans.ca>; Descours, Caroline <cdescours@goodmans.ca>; Lauzon, Gloria <glauzon@goodmans.ca>; Jasdeep Singh <jas_408@yahoo.com>
Subject: RE: Yellow - draft closing documents - Stanhope property

Hi Andrew-

Allstar Investments Inc is a California Corporation. I have attached the Statement of Info. Jay, who is copied on this email (wsm.jay@gmail.com) is Varinder and can provide all items required.

Please provide wiring instructions and we can send funds.

Spencer Applegate

Senior Vice President | Sacramento Brokerage
spencer.applegate@colliers.com

CA Lic. 01938234

Direct: +1 916 563 3004 | Mobile: +1 916 216 3780

301 University Avenue, Suite 100 | Sacramento, CA 95825 | USA

From: Harmes, Andrew <aharmes@goodmans.ca>
Sent: Monday, March 4, 2024 10:05 AM
To: Applegate, Spencer <Spencer.Applegate@colliers.com>; Keyvan Nassiry <kn@nassirylaw.com>; Jay Singh <wsm.jay@gmail.com>; Gurinderjit Singh

Exhibit L

Andrew Harmes

(he/him)

Goodmans LLP

416.849.6923

aharmes@goodmans.ca

goodmans.ca

From: Harmes, Andrew
Sent: Monday, March 4, 2024 2:39 PM
To: Applegate, Spencer <Spencer.Applegate@colliers.com>; Keyvan Nassiry <kn@nassirylaw.com>; Jay Singh <wsm.jay@gmail.com>; Gurinderjit Singh <realtor_garysingh@yahoo.com>
Cc: roadkingtrucklines@gmail.com; Herlin, Ken <kherlin@goodmans.ca>; Descours, Caroline <cdescours@goodmans.ca>; Lauzon, Gloria <glauzon@goodmans.ca>; Jasdeep Singh <jas_408@yahoo.com>
Subject: RE: Yellow - draft closing documents - Stanhope property

Hi Spencer,

With respect to wire instructions, see the attached draft direction, which at Schedule A includes wire instructions for payment to Goodmans in trust.

Note that if Allstar does not have a GST / QST registration, then Yellow will have to collect federal and provincial taxes on the sale (meaning there will need to be an increase to the amount payable by Allstar on closing). If Allstar is planning to register such that it has GST / QST numbers before closing so not to pay such taxes, Allstar needs to be extra-provincially registered in Quebec. Our understanding is that it takes approximately 48/72h in order for such an application to be processed, while GST/QST registration numbers can be obtained over the phone once the extra-provincial profile is set up.

Thank you,

Andrew Harmes

(he/him)

Goodmans LLP

416.849.6923

aharmes@goodmans.ca

goodmans.ca

From: Applegate, Spencer <Spencer.Applegate@colliers.com>
Sent: Monday, March 4, 2024 1:19 PM
To: Harmes, Andrew <aharmes@goodmans.ca>; Keyvan Nassiry <kn@nassirylaw.com>; Jay Singh <wsm.jay@gmail.com>; Gurinderjit Singh <realtor_garysingh@yahoo.com>
Cc: roadkingtrucklines@gmail.com; Herlin, Ken <kherlin@goodmans.ca>; Descours, Caroline <cdescours@goodmans.ca>; Lauzon, Gloria <glauzon@goodmans.ca>; Jasdeep Singh <jas_408@yahoo.com>
Subject: RE: Yellow - draft closing documents - Stanhope property

Hi Andrew-

Allstar Investments Inc is a California Corporation. I have attached the Statement of Info. Jay, who is copied on this email (wsm.jay@gmail.com) is Varinder and can provide all items required.

Please provide wiring instructions and we can send funds.

Spencer Applegate

Senior Vice President | Sacramento Brokerage
spencer.applegate@colliers.com

CA Lic. 01938234

Direct: +1 916 563 3004 | Mobile: +1 916 216 3780

301 University Avenue, Suite 100 | Sacramento, CA 95825 | USA

From: Harmes, Andrew <aharmes@goodmans.ca>
Sent: Monday, March 4, 2024 10:05 AM
To: Applegate, Spencer <Spencer.Applegate@colliers.com>; Keyvan Nassiry <kn@nassirylaw.com>; Jay Singh <wsm.jay@gmail.com>; Gurinderjit Singh

Exhibit M

From: Applegate, Spencer <Spencer.Applegate@colliers.com>
Sent: Tuesday, March 5, 2024 10:40 AM
To: Harmes, Andrew <aharmes@goodmans.ca>; Keyvan Nassiry <kn@nassirylaw.com>; Jay Singh <wsm.jay@gmail.com>; Gurinderjit Singh <realtor_garysingh@yahoo.com>
Cc: roadkingtrucklines@gmail.com; Herlin, Ken <kherlin@goodmans.ca>; Descours, Caroline <cdescours@goodmans.ca>; Lauzon, Gloria <glauzon@goodmans.ca>; Jasdeep Singh <jas_408@yahoo.com>
Subject: RE: Yellow - draft closing documents - Stanhope property

Hi Andrew-

I have attached Allstar Investments EIF form and we will be providing the articles for the corporation shortly. Please let me know if the EIN works for what you need.

We will review the closing statement.

Spencer Applegate

Senior Vice President | Sacramento Brokerage
spencer.applegate@colliers.com

CA Lic. 01938234

Direct: +1 916 563 3004 | Mobile: +1 916 216 3780

301 University Avenue, Suite 100 | Sacramento, CA 95825 | USA

From: Harmes, Andrew <aharmes@goodmans.ca>
Sent: Tuesday, March 5, 2024 7:27 AM
To: Applegate, Spencer <Spencer.Applegate@colliers.com>; Keyvan Nassiry <kn@nassirylaw.com>; Jay Singh <wsm.jay@gmail.com>; Gurinderjit Singh <realtor_garysingh@yahoo.com>
Cc: roadkingtrucklines@gmail.com; Herlin, Ken <kherlin@goodmans.ca>; Descours, Caroline <cdescours@goodmans.ca>; Lauzon, Gloria <glauzon@goodmans.ca>; Jasdeep Singh <jas_408@yahoo.com>
Subject: RE: Yellow - draft closing documents - Stanhope property

Hi all – following up on the below, including regarding the GST / QST

registration. As per below, we need to know whether Allstar has a GST / QST registration, and if not, whether Allstar intends to obtain same as we will need to determine whether the sellers must collect federal and provincial taxes on the sale. We have attached an updated statement of adjustments based on the March 7th closing date, but note that this will need to be updated to include GST / QST to the extent necessary. Please advise ASAP given the upcoming March 7th closing date.

Andrew Harmes

(he/him)

Goodmans LLP

416.849.6923

aharmes@goodmans.ca

goodmans.ca

From: Harmes, Andrew
Sent: Monday, March 4, 2024 5:04 PM
To: 'Applegate, Spencer' <Spencer.Applegate@colliers.com>; 'Keyvan Nassiry' <kn@nassirylaw.com>; 'Jay Singh' <wsm.jay@gmail.com>; 'Gurinderjit Singh' <realtor_garysingh@yahoo.com>
Cc: 'roadkingtrucklines@gmail.com' <roadkingtrucklines@gmail.com>; Herlin, Ken <kherlin@goodmans.ca>; Descours, Caroline <cdescours@goodmans.ca>; Lauzon, Gloria <glauzon@goodmans.ca>; 'Jasdeep Singh' <jas_408@yahoo.com>
Subject: RE: Yellow - draft closing documents - Stanhope property

Spencer and Allstar team –

Please see attached for an additional closing document, which is a side letter that adds certain charges to the Permitted Encumbrances schedule. These charges all relate to Yellow's prepetition funded indebtedness, all of which has been repaid in full. We are working with the various beneficiaries of the charges in order to have the necessary discharge documents signed and submitted to the Quebec land registry for processing so that the charges can be deleted from title, however, as the Quebec land registry requires time to process the filings, the these charges may not technically be discharged until after closing.

Thank you,

Exhibit N

aharmes@goodmans.ca
goodmans.ca

From: Harmes, Andrew
Sent: Tuesday, March 5, 2024 5:36 PM
To: 'Gurinderjit Singh' <realtor_garysingh@yahoo.com>; Applegate, Spencer <Spencer.Applegate@colliers.com>; Keyvan Nassiry <kn@nassirylaw.com>; Jay Singh <wsm.jay@gmail.com>
Cc: roadkingtrucklines@gmail.com; Herlin, Ken <kherlin@goodmans.ca>; Descours, Caroline <cdescours@goodmans.ca>; Lauzon, Gloria <glauzon@goodmans.ca>
Subject: RE: Yellow - draft closing documents - Stanhope property

Hi Gary,

As previously advised, the Sale Recognition and Vesting Order (which is attached for reference) is specific that Allstar Investments Inc. is to be registered on title as the purchaser of the subject property – see paragraph 9, in particular. Accordingly, we cannot have another entity serve as the purchaser.

Thank you,

Andrew Harmes
(he/him)
Goodmans LLP

416.849.6923
aharmes@goodmans.ca
goodmans.ca

From: Gurinderjit Singh <realtor_garysingh@yahoo.com>
Sent: Tuesday, March 5, 2024 5:22 PM
To: Harmes, Andrew <aharmes@goodmans.ca>; Applegate, Spencer <Spencer.Applegate@colliers.com>; Keyvan Nassiry <kn@nassirylaw.com>; Jay Singh <wsm.jay@gmail.com>
Cc: roadkingtrucklines@gmail.com; Herlin, Ken <kherlin@goodmans.ca>; Descours, Caroline <cdescours@goodmans.ca>; Lauzon, Gloria <glauzon@goodmans.ca>
Subject: Re: Yellow - draft closing documents - Stanhope property

Hello Team,

Varinder Singh (AllStar) would like to know if he can close the property under a Canadian corporation which he is the member director of the Corp. Please advise

Thank you,

Realtor Gary Singh
Landstar Realty Group INC
1158 S Main St
Manteca, CA 95337
Cell: (209)400-1418
Office: (209)595-8837
CalDRE #02188884

Exhibit O

Direct: +1 916 563 3004 | Mobile: +1 916 216 3780
301 University Avenue, Suite 100 | Sacramento, CA 95825 | USA

From: Harmes, Andrew <aharmes@goodmans.ca>
Sent: Wednesday, March 6, 2024 7:40 AM
To: Gurinderjit Singh <realtor_garysingh@yahoo.com>; Applegate, Spencer <Spencer.Applegate@colliers.com>; Keyvan Nassiry <kn@nassirylaw.com>; Jay Singh <wsm.jay@gmail.com>
Cc: roadkingtrucklines@gmail.com; Herlin, Ken <kherlin@goodmans.ca>; Descours, Caroline <cdescours@goodmans.ca>; Lauzon, Gloria <glauzon@goodmans.ca>
Subject: RE: Yellow - draft closing documents - Stanhope property

Good morning Allstar team,

In advance of closing tomorrow, please see attached for an updated closing checklist.

Note the following:

1. We are in the process of updating the statement of adjustments to include tax that will be payable on the transaction, and will also include the deposit so that this statement will set out the amount required to be funded by Allstar on closing. We will provide the updated draft later today.
2. Please confirm whether you have any comments on the side letter. As noted below, we are working with Yellow's prepetition lenders to discharge their charges (as all amounts have been repaid in full), but as the Quebec land registry requires time to process the filings, the these charges may not technically be discharged until after closing.

We have sent all transaction documents to the company for signature. Can Allstar please confirm that it is arranging for signature as well? To that end, attached are the following purchaser documents that require execution by Allstar.

1. Purchaser's Certificate confirming satisfaction of s. 7.3(a) and (b)
2. Purchaser GST/QST indemnity [*Note: we are updating this document given that tax will be collected on the sale – but the signature block won't change*]
3. Purchaser's Conditions Certificate
4. Statement of Adjustments [*Note: as per above, we are updating this form and will revert in that regard – but the signature block won't change*]
5. Purchaser's Closing Certificate to the Information Officer
6. Side letter re amendment to Permitted Encumbrances schedule

Please let us know if you need anything further at this time in advance of closing tomorrow.

Thank you,

Andrew Harmes
(he/him)
Goodmans LLP

416.849.6923

aharmes@goodmans.ca
goodmans.ca

From: Harmes, Andrew
Sent: Tuesday, March 5, 2024 5:36 PM
To: 'Gurinderjit Singh' <realtor_garysingh@yahoo.com>; Applegate, Spencer <Spencer.Applegate@colliers.com>; Keyvan Nassiry <kn@nassirylaw.com>; Jay Singh <wsm.jay@gmail.com>
Cc: roadkingtrucklines@gmail.com; Herlin, Ken <kherlin@goodmans.ca>; Descours, Caroline <cdescours@goodmans.ca>; Lauzon, Gloria <glauzon@goodmans.ca>
Subject: RE: Yellow - draft closing documents - Stanhope property

Hi Gary,

As previously advised, the Sale Recognition and Vesting Order (which is attached for reference) is specific that Allstar Investments Inc. is to be registered on title as the purchaser of the subject property – see paragraph 9, in particular. Accordingly, we cannot have another entity serve as the purchaser.

Thank you,

Andrew Harmes
(he/him)
Goodmans LLP

416.849.6923
aharmes@goodmans.ca
goodmans.ca

From: Gurinderjit Singh <realtor_garysingh@yahoo.com>
Sent: Tuesday, March 5, 2024 5:22 PM
To: Harmes, Andrew <aharmes@goodmans.ca>; Applegate, Spencer <Spencer.Applegate@colliers.com>; Keyvan Nassiry <kn@nassirylaw.com>; Jay Singh <wsm.jay@gmail.com>
Cc: roadkingtrucklines@gmail.com; Herlin, Ken <kherlin@goodmans.ca>; Descours, Caroline <cdescours@goodmans.ca>; Lauzon, Gloria <glauzon@goodmans.ca>
Subject: Re: Yellow - draft closing documents - Stanhope property

Hello Team,

Varinder Singh (AllStar) would like to know if he can close the property under a Canadian corporation which he is the member director of the Corp. Please advise

Thank you,

Realtor Gary Singh
Landstar Realty Group INC
1158 S Main St
Manteca, CA 95337
Cell: (209)400-1418
Office: (209)595-8837
CalDRE #02188884

Exhibit P

Thank you,

Andrew Harmes
(he/him)
Goodmans LLP

416.849.6923
aharmes@goodmans.ca
goodmans.ca

From: Harmes, Andrew
Sent: Wednesday, March 6, 2024 6:07 PM
To: 'Applegate, Spencer' <Spencer.Applegate@colliers.com>; Gurinderjit Singh <realtor_garysingh@yahoo.com>; Keyvan Nassiry <kn@nassirylaw.com>; Jay Singh <wsm.jay@gmail.com>
Cc: roadkingtrucklines@gmail.com; Herlin, Ken <kherlin@goodmans.ca>; Descours, Caroline <cdescours@goodmans.ca>; Lauzon, Gloria <glauzon@goodmans.ca>
Subject: RE: Yellow - draft closing documents - Stanhope property

Thanks Spencer. See attached for the revised statement of adjustments, which accounts for the fact that tax is payable on the transaction.

Also, see attached for the updated GST/QST indemnity, and as well as a minor edit from the Canadian Information Officer on its form of certificate.

Please let us know if you need anything further, or if you are otherwise set to close tomorrow.

Andrew Harmes
(he/him)
Goodmans LLP

416.849.6923
aharmes@goodmans.ca
goodmans.ca

From: Applegate, Spencer <Spencer.Applegate@colliers.com>
Sent: Wednesday, March 6, 2024 4:18 PM
To: Harmes, Andrew <aharmes@goodmans.ca>; Gurinderjit Singh <realtor_garysingh@yahoo.com>; Keyvan Nassiry <kn@nassirylaw.com>; Jay Singh <wsm.jay@gmail.com>
Cc: roadkingtrucklines@gmail.com; Herlin, Ken <kherlin@goodmans.ca>; Descours, Caroline <cdescours@goodmans.ca>; Lauzon, Gloria <glauzon@goodmans.ca>
Subject: RE: Yellow - draft closing documents - Stanhope property

Hi Andrew-

I have sent all document to Varinder of Allstar Investments to review and execute. I am waiting for those items that you shared to be return signed. Please share the new Statement of adjustment, so Allstar can schedule the full wire first thing in the morning.

Sincerely,

Spencer Applegate
Senior Vice President | Sacramento Brokerage
spencer.applegate@colliers.com
CA Lic. 01938234

Direct: +1 916 563 3004 | Mobile: +1 916 216 3780
301 University Avenue, Suite 100 | Sacramento, CA 95825 | USA

From: Harmes, Andrew <aharmes@goodmans.ca>
Sent: Wednesday, March 6, 2024 7:40 AM
To: Gurinderjit Singh <realtor_garysingh@yahoo.com>; Applegate, Spencer <Spencer.Applegate@colliers.com>; Keyvan Nassiry <kn@nassirylaw.com>; Jay Singh <wsm.jay@gmail.com>
Cc: roadkingtrucklines@gmail.com; Herlin, Ken <kherlin@goodmans.ca>; Descours, Caroline <cdescours@goodmans.ca>; Lauzon, Gloria <glauzon@goodmans.ca>
Subject: RE: Yellow - draft closing documents - Stanhope property

Good morning Allstar team,

In advance of closing tomorrow, please see attached for an updated closing checklist.

Note the following:

1. We are in the process of updating the statement of adjustments to include tax that will be payable on the transaction, and will also include the deposit so that this statement will set out the amount required to be funded by Allstar on closing. We will provide the updated draft later today.
2. Please confirm whether you have any comments on the side letter. As noted below, we are working with Yellow's prepetition lenders to discharge their charges (as all amounts have been repaid in full), but as the Quebec land registry requires time to process the filings, the these charges may not technically be discharged until after closing.

We have sent all transaction documents to the company for signature. Can Allstar please confirm that it is arranging for signature as well? To that end, attached are the following purchaser documents that require execution by Allstar.

1. Purchaser's Certificate confirming satisfaction of s. 7.3(a) and (b)
2. Purchaser GST/QST indemnity [*Note: we are updating this document given that tax will be collected on the sale – but the signature block won't change*]
3. Purchaser's Conditions Certificate
4. Statement of Adjustments [*Note: as per above, we are updating this form and will revert in that regard – but the signature block won't change*]
5. Purchaser's Closing Certificate to the Information Officer
6. Side letter re amendment to Permitted Encumbrances schedule

Please let us know if you need anything further at this time in advance of closing tomorrow.

Thank you,

Andrew Harmes
(he/him)
Goodmans LLP

416.849.6923

Exhibit Q

Direct: +1 916 563 3004 | Mobile: +1 916 216 3780
301 University Avenue, Suite 100 | Sacramento, CA 95825 | USA
colliers.com | View Privacy Policy

From: Toth, Steve <steve.toth@kirkland.com>
Sent: Wednesday, March 6, 2024 11:59 AM
To: Varinder Singh <roadkingtrucklines@gmail.com>; Applegate, Spencer <Spencer.Applegate@colliers.com>
Cc: #Yellow/Prime - KECorporate <Yellow-Prime_KECorporate@kirkland.com>; Caruso, John G. <jcaruso@kirkland.com>; Descours, Caroline <cdescours@goodmans.ca>; Giordano, Greg <ggiordano@alvarezandmarsal.com>; Herlin, Ken <kherlin@goodmans.ca>; Hsu, Victor <vhsu@alvarezandmarsal.com>; Jon Cremeans <jcremeans@ducerapartners.com>; Keyvan Nassiry <kn@nassirylaw.com>; Metviner, Aaron <aaron.metviner@kirkland.com>; Smith, Allyson B. <allyson.smith@kirkland.com>; Yellow <yellow@ducerapartners.com>
Subject: RE: Yellow - Notice of Purchaser Breach -- Now what?

BTW, “further remedies” mentioned below may include, among other things, order for contempt of court and related penalties.

Steve Toth

KIRKLAND & ELLIS LLP
300 North LaSalle, Chicago, IL 60654
T +1 312 862 7062
F +1 312 862 2200

steve.toth@kirkland.com

From: Toth, Steve
Sent: Wednesday, March 6, 2024 1:55 PM
To: 'Varinder Singh' <roadkingtrucklines@gmail.com>; 'Applegate, Spencer' <Spencer.Applegate@colliers.com>
Cc: #Yellow/Prime - KECorporate <Yellow-Prime_KECorporate@kirkland.com>; Caruso, John G. <jcaruso@kirkland.com>; 'Descours, Caroline' <cdescours@goodmans.ca>; 'Giordano, Greg' <ggiordano@alvarezandmarsal.com>; 'Herlin, Ken' <kherlin@goodmans.ca>; 'Hsu, Victor' <vhsu@alvarezandmarsal.com>; 'Jon Cremeans' <jcremeans@ducerapartners.com>; 'Keyvan Nassiry' <kn@nassirylaw.com>; Metviner, Aaron <aaron.metviner@kirkland.com>; Smith, Allyson B. <allyson.smith@kirkland.com>; 'Yellow' <yellow@ducerapartners.com>
Subject: RE: Yellow - Notice of Purchaser Breach -- Now what?
Importance: High

Allstar team,

What is the delay now? I understand Canadian counsel has been in touch with you to close this transaction, in accordance with that is now two Bankruptcy Court orders, and you have not been responsive.

Please respond and prepare for closing, so we can avoid pursuing further remedies.
This (and how long the United closings took) is getting to be ridiculous.

Thank you,

Steve Toth

KIRKLAND & ELLIS LLP
300 North LaSalle, Chicago, IL 60654
T +1 312 862 7062
F +1 312 862 2200

steve.toth@kirkland.com

From: Toth, Steve
Sent: Thursday, February 8, 2024 12:51 PM
To: 'Varinder Singh' <roadkingtrucklines@gmail.com>; 'Applegate, Spencer' <Spencer.Applegate@colliers.com>
Cc: #Yellow/Prime - KECorporate <Yellow-Prime_KECorporate@kirkland.com>; Caruso, John G. <jcaruso@kirkland.com>; Descours, Caroline <cdescours@goodmans.ca>; Giordano, Greg <ggiordano@alvarezandmarsal.com>; Herlin, Ken <kherlin@goodmans.ca>; Hsu, Victor <vhsu@alvarezandmarsal.com>; Jon Cremeans <jcremeans@ducerapartners.com>; Keyvan Nassiry <kn@nassirylaw.com>; Metviner, Aaron <aaron.metviner@kirkland.com>; Smith, Allyson B. <allyson.smith@kirkland.com>; Yellow <yellow@ducerapartners.com>
Subject: RE: Yellow - Notice of Purchaser Breach of Agreement and Potential Forfeiture of Deposit

Further to our correspondence below (I have added your broker to this chain):

1. We have been in touch with the broker who has been errantly listing the property without authorization, and that broker will be taking down that listing.
2. Neither that broker nor anybody else (other than Ducera) has any authority to list or seek offers and certainly zero authority to negotiate offers on behalf of the Sellers.
3. #1 and #2 are because of, among other things, (a) reality and (b) the Sellers have no need to list the property or seek offers, because Sellers and you have a binding, court approved purchase agreement for the sale of the property to you at the auction price.
4. We are finishing preparation of documents to compel your performance of the purchase agreement on its existing terms on an expedited basis before our Bankruptcy Court and seek any related relief or remedies as a result of your breaches to date.
5. (a) Are you going to “move forward at close fast” on your existing legally binding terms or (b) should we proceed with #4?

Please let us know promptly. Delay or silence are likely to be interpreted as #5(b).

Exhibit R

Cc: #Yellow/Prime - KECorporate <Yellow-Prime_KECorporate@kirkland.com>; Caruso, John G. <jcaruso@kirkland.com>; Descours, Caroline <cdescours@goodmans.ca>; Giordano, Greg <ggiordano@alvarezandmarsal.com>; Herlin, Ken <kherlin@goodmans.ca>; Hsu, Victor <vhsu@alvarezandmarsal.com>; Jon Cremeans <jcremeans@ducerapartners.com>; Keyvan Nassiry <kn@nassirylaw.com>; Metviner, Aaron <aaron.metviner@kirkland.com>; Smith, Allyson B. <allyson.smith@kirkland.com>; Yellow <yellow@ducerapartners.com>
Subject: RE: Yellow - Notice of Purchaser Breach -- Now what?

Spencer,

Checking in on where things stand today as we need to coordinate wires/utility reads, etc. Please let us know if the funds have been sent and when we can expect executed documents.

Thanks,
Dan

Dan O'Connor

KIRKLAND & ELLIS LLP
95 State Street, Salt Lake City, UT 84111
T +1 801 877 8142 **M** +1 309 303 3379

dan.oconnor@kirkland.com
Not admitted to practice law in Utah (Admitted to practice law in Illinois only)

-

From: Applegate, Spencer <Spencer.Applegate@colliers.com>
Sent: Wednesday, March 6, 2024 2:23 PM
To: Toth, Steve <steve.toth@kirkland.com>; Varinder Singh <roadkingtrucklines@gmail.com>
Cc: #Yellow/Prime - KECorporate <Yellow-Prime_KECorporate@kirkland.com>; Caruso, John G. <jcaruso@kirkland.com>; Descours, Caroline <cdescours@goodmans.ca>; Giordano, Greg <ggiordano@alvarezandmarsal.com>; Herlin, Ken <kherlin@goodmans.ca>; Hsu, Victor <vhsu@alvarezandmarsal.com>; Jon Cremeans <jcremeans@ducerapartners.com>; Keyvan Nassiry <kn@nassirylaw.com>; Metviner, Aaron <aaron.metviner@kirkland.com>; Smith, Allyson B. <allyson.smith@kirkland.com>; Yellow <yellow@ducerapartners.com>
Subject: RE: Yellow - Notice of Purchaser Breach -- Now what?

Hi Steve-

Allstar will be returning the documents fully executed and scheduling their FULL wire in the AM once they receive the updated closing statement and we can close this deal in a timely manner.

Sincerely,

Spencer Applegate
Senior Vice President | Sacramento Brokerage
spencer.applegate@colliers.com
CA Lic. 01938234

Exhibit S

From: Applegate, Spencer
To: Harmes, Andrew; Gurinderjit Singh; Keyvan Nassiry; Jay Singh
Cc: roadkingtrucklines@gmail.com; Herlin, Ken; Descours, Caroline; Lauzon, Gloria
Subject: RE: Yellow - draft closing documents - Stanhope property
Attachments: image001.png
image002.png
image003.png
image004.png
image005.png
image006.png

Hi Andrew-

I still have not received executed documents back yet. I did send the updated GST Cert and Statement of Adjustment for signature as well.

@Jay Singh please update the Seller's team on when you expect to sign and wire fund.

Spencer Applegate
Senior Vice President | Sacramento Brokerage
spencer.applegate@colliers.com
CA Lic. 01938234
Direct: +1 916 563 3004 | Mobile: +1 916 216 3780
301 University Avenue, Suite 100 | Sacramento, CA 95825 | USA
colliers.com | View Privacy Policy

From: Harmes, Andrew <aharmes@goodmans.ca>
Sent: Thursday, March 7, 2024 5:52 AM
To: Applegate, Spencer <Spencer.Applegate@colliers.com>; Gurinderjit Singh <realtor_garysingh@yahoo.com>; Keyvan Nassiry <kn@nassirylaw.com>; Jay Singh <wsm.jay@gmail.com>
Cc: roadkingtrucklines@gmail.com; Herlin, Ken <kherlin@goodmans.ca>; Descours, Caroline <cdescours@goodmans.ca>; Lauzon, Gloria <glauzon@goodmans.ca>
Subject: Re: Yellow - draft closing documents - Stanhope property

Good morning- further to the below, can the Allstar team please confirm status for closing today?

Andrew Harmes
Goodmans LLP

416.849.6923
aharmes@goodmans.ca

On Mar 6, 2024, at 8:24 PM, Harmes, Andrew <aharmes@goodmans.ca> wrote:

Spencer and Allstar team – in follow to the below, please see attached for a slightly revised version of the statement of adjustments. The company just confirmed that it has recently paid municipal tax for 2024 in the amount of CA$4,193.44, so you will see an adjustment to account for this. Please confirm whether you are signed off.

Can you also confirm whether you are holding signature pages on behalf of the buyer? We have the seller signatures pages and can circulate in escrow upon such confirmation so that the wire process can commence tomorrow morning.

Exhibit T

Thanks,
Dan

Dan O'Connor

KIRKLAND & ELLIS LLP
95 State Street, Salt Lake City, UT 84111
T +1 801 877 8142 **M** +1 309 303 3379

dan.oconnor@kirkland.com
Not admitted to practice law in Utah (Admitted to practice law in Illinois only)

-

From: Applegate, Spencer <Spencer.Applegate@colliers.com>
Sent: Thursday, March 7, 2024 11:49 AM
To: O'Connor, Dan <dan.oconnor@kirkland.com>; Toth, Steve <steve.toth@kirkland.com>; Varinder Singh <roadkingtrucklines@gmail.com>; Harmes, Andrew <aharmes@goodmans.ca>
Cc: #Yellow/Prime - KECorporate <Yellow-Prime_KECorporate@kirkland.com>; Caruso, John G. <jcaruso@kirkland.com>; Descours, Caroline <cdescours@goodmans.ca>; Giordano, Greg <ggiordano@alvarezandmarsal.com>; Herlin, Ken <kherlin@goodmans.ca>; Hsu, Victor <vhsu@alvarezandmarsal.com>; Jon Cremeans <jcremeans@ducerapartners.com>; Keyvan Nassiry <kn@nassirylaw.com>; Metviner, Aaron <aaron.metviner@kirkland.com>; Smith, Allyson B. <allyson.smith@kirkland.com>; Yellow <yellow@ducerapartners.com>
Subject: RE: Yellow - Notice of Purchaser Breach -- Now what?

Hi Dan-

Attached is the email that I sent to Andre Harmes at Goodmans this morning. We are waiting for Jay/Varinder to update the team on when the wires were sent and if they have signed the documents.

Sincerely,

Spencer Applegate
Senior Vice President | Sacramento Brokerage
spencer.applegate@colliers.com
CA Lic. 01938234
Direct: +1 916 563 3004 | Mobile: +1 916 216 3780
301 University Avenue, Suite 100 | Sacramento, CA 95825 | USA
colliers.com | View Privacy Policy

From: O'Connor, Dan <dan.oconnor@kirkland.com>
Sent: Thursday, March 7, 2024 9:09 AM
To: Applegate, Spencer <Spencer.Applegate@colliers.com>; Toth, Steve <steve.toth@kirkland.com>; Varinder Singh <roadkingtrucklines@gmail.com>; Harmes, Andrew <aharmes@goodmans.ca>

Cc: #Yellow/Prime - KECorporate <Yellow-Prime_KECorporate@kirkland.com>; Caruso, John G. <jcaruso@kirkland.com>; Descours, Caroline <cdescours@goodmans.ca>; Giordano, Greg <ggiordano@alvarezandmarsal.com>; Herlin, Ken <kherlin@goodmans.ca>; Hsu, Victor <vhsu@alvarezandmarsal.com>; Jon Cremeans <jcremeans@ducerapartners.com>; Keyvan Nassiry <kn@nassirylaw.com>; Metviner, Aaron <aaron.metviner@kirkland.com>; Smith, Allyson B. <allyson.smith@kirkland.com>; Yellow <yellow@ducerapartners.com>
Subject: RE: Yellow - Notice of Purchaser Breach -- Now what?

Spencer,

Checking in on where things stand today as we need to coordinate wires/utility reads, etc. Please let us know if the funds have been sent and when we can expect executed documents.

Thanks,
Dan

Dan O'Connor

KIRKLAND & ELLIS LLP
95 State Street, Salt Lake City, UT 84111
T +1 801 877 8142 **M** +1 309 303 3379

dan.oconnor@kirkland.com
Not admitted to practice law in Utah (Admitted to practice law in Illinois only)

-

From: Applegate, Spencer <Spencer.Applegate@colliers.com>
Sent: Wednesday, March 6, 2024 2:23 PM
To: Toth, Steve <steve.toth@kirkland.com>; Varinder Singh <roadkingtrucklines@gmail.com>
Cc: #Yellow/Prime - KECorporate <Yellow-Prime_KECorporate@kirkland.com>; Caruso, John G. <jcaruso@kirkland.com>; Descours, Caroline <cdescours@goodmans.ca>; Giordano, Greg <ggiordano@alvarezandmarsal.com>; Herlin, Ken <kherlin@goodmans.ca>; Hsu, Victor <vhsu@alvarezandmarsal.com>; Jon Cremeans <jcremeans@ducerapartners.com>; Keyvan Nassiry <kn@nassirylaw.com>; Metviner, Aaron <aaron.metviner@kirkland.com>; Smith, Allyson B. <allyson.smith@kirkland.com>; Yellow <yellow@ducerapartners.com>
Subject: RE: Yellow - Notice of Purchaser Breach -- Now what?

Hi Steve-

Allstar will be returning the documents fully executed and scheduling their FULL wire in the AM once they receive the updated closing statement and we can close this deal in a timely manner.

Sincerely,

Spencer Applegate
Senior Vice President | Sacramento Brokerage
spencer.applegate@colliers.com
CA Lic. 01938234

Exhibit U

From: Applegate, Spencer
To: Harmes, Andrew; Gurinderjit Singh; Keyvan Nassiry; Jay Singh
Cc: roadkingtrucklines@gmail.com; Herlin, Ken; Descours, Caroline; Lauzon, Gloria
Subject: RE: Yellow - draft closing documents - Stanhope property
Attachments: image001.png
image002.png
image003.png
image004.png
image005.png
image006.png

Hi Andrew-

I still have not received executed documents back yet. I did send the updated GST Cert and Statement of Adjustment for signature as well.

@Jay Singh please update the Seller's team on when you expect to sign and wire fund.

Spencer Applegate
Senior Vice President | Sacramento Brokerage
spencer.applegate@colliers.com
CA Lic. 01938234
Direct: +1 916 563 3004 | Mobile: +1 916 216 3780
301 University Avenue, Suite 100 | Sacramento, CA 95825 | USA
colliers.com | View Privacy Policy

From: Harmes, Andrew <aharmes@goodmans.ca>
Sent: Thursday, March 7, 2024 5:52 AM
To: Applegate, Spencer <Spencer.Applegate@colliers.com>; Gurinderjit Singh <realtor_garysingh@yahoo.com>; Keyvan Nassiry <kn@nassirylaw.com>; Jay Singh <wsm.jay@gmail.com>
Cc: roadkingtrucklines@gmail.com; Herlin, Ken <kherlin@goodmans.ca>; Descours, Caroline <cdescours@goodmans.ca>; Lauzon, Gloria <glauzon@goodmans.ca>
Subject: Re: Yellow - draft closing documents - Stanhope property

Good morning- further to the below, can the Allstar team please confirm status for closing today?

Andrew Harmes
Goodmans LLP

416.849.6923
aharmes@goodmans.ca

> On Mar 6, 2024, at 8:24 PM, Harmes, Andrew <aharmes@goodmans.ca> wrote:
>
> Spencer and Allstar team – in follow to the below, please see attached for a slightly revised version of the statement of adjustments. The company just confirmed that it has recently paid municipal tax for 2024 in the amount of CA$4,193.44, so you will see an adjustment to account for this. Please confirm whether you are signed off.
>
> Can you also confirm whether you are holding signature pages on behalf of the buyer? We have the seller signatures pages and can circulate in escrow upon such confirmation so that the wire process can commence tomorrow morning.

Exhibit V

From: Applegate, Spencer
To: O"Connor, Dan; Toth, Steve; Varinder Singh; Harmes, Andrew
Cc: #Yellow/Prime - KECorporate; Caruso, John G.; Descours, Caroline; Giordano, Greg; Herlin, Ken; Hsu, Victor; Jon Cremeans; Keyvan Nassiry; Metviner, Aaron; Smith, Allyson B.; Yellow
Subject: RE: Yellow - Notice of Purchaser Breach -- Now what?
Date: Friday, March 8, 2024 1:46:31 PM
Attachments: image001.png
image002.png
image003.png
image004.png
image005.png
image006.png

This message is from an EXTERNAL SENDER
Be cautious, particularly with links and attachments.

Hi Dan-

Jay/Varinder has been unresponsive to me as I push for them to update the team & complete the wire and execution of the documents.
Here is Jay/Varinder Singhs Contact info: 209-346-9232

I will continue to reach out to him and If I hear anything I will update all.

Spencer Applegate
Senior Vice President | Sacramento Brokerage
spencer.applegate@colliers.com
CA Lic. 01938234
Direct: +1 916 563 3004 | Mobile: +1 916 216 3780
301 University Avenue, Suite 100 | Sacramento, CA 95825 | USA
colliers.com | View Privacy Policy

From: O'Connor, Dan <dan.oconnor@kirkland.com>
Sent: Friday, March 8, 2024 9:34 AM
To: Applegate, Spencer <Spencer.Applegate@colliers.com>; Toth, Steve <steve.toth@kirkland.com>; Varinder Singh <roadkingtrucklines@gmail.com>; Harmes, Andrew <aharmes@goodmans.ca>
Cc: #Yellow/Prime - KECorporate <Yellow-Prime_KECorporate@kirkland.com>; Caruso, John G. <jcaruso@kirkland.com>; Descours, Caroline <cdescours@goodmans.ca>; Giordano, Greg <ggiordano@alvarezandmarsal.com>; Herlin, Ken <kherlin@goodmans.ca>; Hsu, Victor <vhsu@alvarezandmarsal.com>; Jon Cremeans <jcremeans@ducerapartners.com>; Keyvan Nassiry <kn@nassirylaw.com>; Metviner, Aaron <aaron.metviner@kirkland.com>; Smith, Allyson B. <allyson.smith@kirkland.com>; Yellow <yellow@ducerapartners.com>
Subject: RE: Yellow - Notice of Purchaser Breach -- Now what?

Spencer,

Any updates from your clients? It would be much easier for all involved to close this and be done, but we're getting a point where we will soon seek a contempt order from the court.

Thanks,
Dan

Dan O'Connor

KIRKLAND & ELLIS LLP
95 State Street, Salt Lake City, UT 84111
T +1 801 877 8142 **M** +1 309 303 3379

dan.oconnor@kirkland.com
Not admitted to practice law in Utah (Admitted to practice law in Illinois only)

-

From: Applegate, Spencer <Spencer.Applegate@colliers.com>
Sent: Thursday, March 7, 2024 11:49 AM
To: O'Connor, Dan <dan.oconnor@kirkland.com>; Toth, Steve <steve.toth@kirkland.com>; Varinder Singh <roadkingtrucklines@gmail.com>; Harmes, Andrew <aharmes@goodmans.ca>
Cc: #Yellow/Prime - KECorporate <Yellow-Prime_KECorporate@kirkland.com>; Caruso, John G. <jcaruso@kirkland.com>; Descours, Caroline <cdescours@goodmans.ca>; Giordano, Greg <ggiordano@alvarezandmarsal.com>; Herlin, Ken <kherlin@goodmans.ca>; Hsu, Victor <vhsu@alvarezandmarsal.com>; Jon Cremeans <jcremeans@ducerapartners.com>; Keyvan Nassiry <kn@nassirylaw.com>; Metviner, Aaron <aaron.metviner@kirkland.com>; Smith, Allyson B. <allyson.smith@kirkland.com>; Yellow <yellow@ducerapartners.com>
Subject: RE: Yellow - Notice of Purchaser Breach -- Now what?

Hi Dan-

Attached is the email that I sent to Andre Harmes at Goodmans this morning. We are waiting for Jay/Varinder to update the team on when the wires were sent and if they have signed the documents.

Sincerely,

Spencer Applegate
Senior Vice President | Sacramento Brokerage
spencer.applegate@colliers.com
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From: O'Connor, Dan <dan.oconnor@kirkland.com>
Sent: Thursday, March 7, 2024 9:09 AM
To: Applegate, Spencer <Spencer.Applegate@colliers.com>; Toth, Steve <steve.toth@kirkland.com>; Varinder Singh <roadkingtrucklines@gmail.com>; Harmes, Andrew <aharmes@goodmans.ca>

Exhibit W

500

From:	Applegate, Spencer
To:	O"Connor, Dan; Toth, Steve; Varinder Singh; Harmes, Andrew
Cc:	#Yellow/Prime - KECorporate; Caruso, John G.; Descours, Caroline; Giordano, Greg; Herlin, Ken; Hsu, Victor; Jon Cremeans; Keyvan Nassiry; Metviner, Aaron; Smith, Allyson B.; Yellow
Subject:	RE: Yellow - Notice of Purchaser Breach -- Now what?
Date:	Friday, March 8, 2024 1:46:31 PM
Attachments:	image001.png image002.png image003.png image004.png image005.png image006.png

This message is from an EXTERNAL SENDER
Be cautious, particularly with links and attachments.

Hi Dan-

Jay/Varinder has been unresponsive to me as I push for them to update the team & complete the wire and execution of the documents.
Here is Jay/Varinder Singhs Contact info: 209-346-9232

I will continue to reach out to him and If I hear anything I will update all.

Spencer Applegate
Senior Vice President | Sacramento Brokerage
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From: O'Connor, Dan <dan.oconnor@kirkland.com>
Sent: Friday, March 8, 2024 9:34 AM
To: Applegate, Spencer <Spencer.Applegate@colliers.com>; Toth, Steve <steve.toth@kirkland.com>; Varinder Singh <roadkingtrucklines@gmail.com>; Harmes, Andrew <aharmes@goodmans.ca>
Cc: #Yellow/Prime - KECorporate <Yellow-Prime_KECorporate@kirkland.com>; Caruso, John G. <jcaruso@kirkland.com>; Descours, Caroline <cdescours@goodmans.ca>; Giordano, Greg <ggiordano@alvarezandmarsal.com>; Herlin, Ken <kherlin@goodmans.ca>; Hsu, Victor <vhsu@alvarezandmarsal.com>; Jon Cremeans <jcremeans@ducerapartners.com>; Keyvan Nassiry <kn@nassirylaw.com>; Metviner, Aaron <aaron.metviner@kirkland.com>; Smith, Allyson B. <allyson.smith@kirkland.com>; Yellow <yellow@ducerapartners.com>
Subject: RE: Yellow - Notice of Purchaser Breach -- Now what?

Spencer,

Any updates from your clients? It would be much easier for all involved to close this and be done, but we're getting a point where we will soon seek a contempt order from the court.

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Exhibit X and Y

From:	Smith, Allyson B.
To:	O"Connor, Dan; Applegate, Spencer; Toth, Steve; Varinder Singh; Harmes, Andrew
Cc:	#Yellow/Prime - KECorporate; Caruso, John G.; Descours, Caroline; Giordano, Greg; Herlin, Ken; Hsu, Victor; Jon Cremeans; Keyvan Nassiry; Metviner, Aaron; Yellow
Subject:	RE: Yellow - Notice of Purchaser Breach -- Now what?
Date:	Tuesday, March 12, 2024 11:22:48 AM
Attachments:	image001.png image002.png image003.png image004.png image005.png image006.png

Varinder, given your lack of responsiveness and refusal to close, we will proceed with seeking an order from the court to hold you in contempt, including holding you liable for the costs and expenses incurred by Yellow in connection therewith.

Absent receipt of wire **today**, we will proceed.

Allyson B. Smith

KIRKLAND & ELLIS LLP
601 Lexington Avenue, New York, NY 10022
T +1 212 909 3217 **M** +1 929 246 4034
F +1 212 446 4900

allyson.smith@kirkland.com

From: O'Connor, Dan <dan.oconnor@kirkland.com>
Sent: Monday, March 11, 2024 1:07 PM
To: Applegate, Spencer <Spencer.Applegate@colliers.com>; Toth, Steve <steve.toth@kirkland.com>; Varinder Singh <roadkingtrucklines@gmail.com>; Harmes, Andrew <aharmes@goodmans.ca>
Cc: #Yellow/Prime - KECorporate <Yellow-Prime_KECorporate@kirkland.com>; Caruso, John G. <jcaruso@kirkland.com>; Descours, Caroline <cdescours@goodmans.ca>; Giordano, Greg <ggiordano@alvarezandmarsal.com>; Herlin, Ken <kherlin@goodmans.ca>; Hsu, Victor <vhsu@alvarezandmarsal.com>; Jon Cremeans <jcremeans@ducerapartners.com>; Keyvan Nassiry <kn@nassirylaw.com>; Metviner, Aaron <aaron.metviner@kirkland.com>; Smith, Allyson B. <allyson.smith@kirkland.com>; Yellow <yellow@ducerapartners.com>
Subject: RE: Yellow - Notice of Purchaser Breach -- Now what?

Varinder – please advise of the status and if you will be funding the closing today ASAP as we need to update the court of the same.

Dan O'Connor

KIRKLAND & ELLIS LLP
95 State Street, Salt Lake City, UT 84111
T +1 801 877 8142 **M** +1 309 303 3379

dan.oconnor@kirkland.com
Not admitted to practice law in Utah (Admitted to practice law in Illinois only)

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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
YELLOW CORPORATION, *et al.*,[1]	)	Case No. 23-11069 (CTG)
Debtors.	)	(Jointly Administered)

ORDER GRANTING MOTION (I) TO ENFORCE SALE ORDER AND ORDER TO COMPEL; (II) TO SANCTION ALL STAR INVESTMENTS INC. FOR CONTEMPT FOR VIOLATING THE SAME; AND (III) FOR ENTRY OF AN ORDER REQUIRING ALL STAR TO CLOSE TRANSACTION AND TO PAY ALL OF THE COSTS AND EXPENSES INCURRED BY THE DEBTORS IN ADDRESSING THIS MATTER

Upon consideration of the Motion (the "Motion")[2] of Yellow Corporation and its above-captioned debtor affiliates (the "Debtors") for entry of an order (i) enforcing the Sale Order and the Order to Compel against Allstar Investments Inc. ("All Star"), (ii) directing All Star to Close the Quebec Transaction immediately with no further delay whatsoever; (iii) holding All Star in civil contempt for violating this Court's Sale Order entered December 12, 2023 and this Court's Order to Compel entered February 14, 2024; and (iv) ordering monetary sanctions against All Star to pay all of the costs and expenses incurred by the Debtors in addressing such violations and prosecuting these matters; and the Court finding that: (a) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1334 and 157; (b) this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); (c) notice of the Motion and the hearing was sufficient and proper; and (d) the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and it appearing to the Court that the Motion should be approved, it is HEREBY ORDERED THAT:

[1] A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at https://dm.epiq11.com/YellowCorporation. The location of the Debtors' principal place of business and the Debtors' service address in these chapter 11 cases is: 11500 Outlook Street, Suite 400, Overland Park, Kansas 66211.

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1. The Motion is GRANTED in its entirety and as set forth herein.

2. Allstar Investments, Inc. is hereby held in civil contempt of this Court's Sale Order entered on December 12, 2023 and this Court's Order to Compel entered on February 14, 2024.

3. All Star is hereby ordered to close the Quebec Transaction immediately in accordance with the All Star Asset Purchase Agreement, without further delay or condition imposed upon the Debtors whatsoever, and in no event later than two (2) business days following the entry of this Order.

4. All Star is hereby ordered to promptly, and in no event later than three (3) days following receipt of the Debtors' invoice, pay all of the Debtors' costs and expenses, including attorneys' fees, court costs, and noticing costs, incurred by the Debtors and their estates in connection with this matter, including, without limitation, with respect to preparing, prosecuting, or filing, as the case may be, the Motion to Compel, the Motion to Shorten, the Cremeans Declaration, this Motion and its accompanying motion to shorten notice, as well as all related noticing and court costs.

5. The Debtors shall, within ten (10) days from the entry of this Order, by way of certification of counsel, submit a bill for all such costs and expenses and serve a copy of such certification of counsel on All Star and its known principals and representatives, along with wiring instructions.

6. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

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

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[2] Capitalized terms not defined herein shall have the meanings ascribed to them in the Motion.

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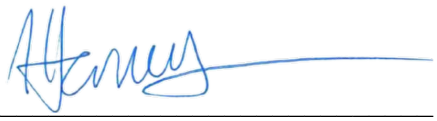
Dated: _____, 2024

The Honorable Craig T. Goldblatt
United States Bankruptcy Judge

THIS IS EXHIBIT "K"
TO THE AFFIDAVIT OF MATTHEW A. DOHENY
SWORN BEFORE ME OVER VIDEOCONFERENCE
THIS 12TH DAY OF JUNE, 2024



Commissioner for Taking Affidavits

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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
YELLOW CORPORATION, *et al.*,[1]	)	Case No. 23-11069 (CTG)
Debtors.	)	(Jointly Administered)
	)	**Objection Deadline: May 28, 2024 at 4:00 p.m. ET**
	)	**Hearing Date: June 3, 2024 at 10:00 a.m. ET**

MOTION OF DEBTORS FOR ENTRY OF AN ORDER (I) APPROVING THE SETTLEMENT AGREEMENTS BY AND AMONG THE DEBTORS AND CERTAIN POSSESSORY LIENHOLDERS AND (II) GRANTING RELATED RELIEF

The above-captioned debtors and debtors in possession (collectively, the "Debtors") state as follows in support of this motion:[2]

Relief Requested

1. The Debtors seek entry of an order, substantially in the form attached hereto as **Exhibit A** (the "Order"), (a) authorizing entry into the settlements annexed as Exhibit 1 through Exhibit 7 to the Order (each, a "Settlement Agreement", collectively, the "Settlement Agreements") and (b) granting related relief. The Debtors believe the Settlement Agreements are in the best interests of the estate and creditors and should be approved.

[1] A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at https://dm.epiq11.com/YellowCorporation. The location of the Debtors' principal place of business and the Debtors' service address in these chapter 11 cases is: 11500 Outlook Street, Suite 400, Overland Park, Kansas 66211.

[2] A detailed description of the Debtors and their businesses, including the facts and circumstances giving rise to the Debtors' chapter 11 cases, is set forth in the *Declaration of Matthew A. Doheny, Chief Restructuring Officer of Yellow Corporation, in Support of the Debtors' Chapter 11 Petitions and First Day Motions* [Docket No. 14] (the "First Day Declaration"). Capitalized terms used but not immediately defined in this motion have the meanings ascribed to them later in this motion or in the First Day Declaration, as applicable.

Jurisdiction and Venue

2. The United States District Court for the District of Delaware has jurisdiction over this matter pursuant to 28 U.S.C. § 1334, which was referred to the United States Bankruptcy Court for the District of Delaware (the "Court") under 28 U.S.C. § 157 pursuant to the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012. The Debtors confirm their consent, pursuant to rule 9013-1(f) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "Local Rules"), to the entry of a final order by the Court in connection with this motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

3. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

4. The statutory bases for the relief requested herein are sections 105(a) and 363(b) of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the "Bankruptcy Code"), rules 6004 and 9019 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules").

Background

5. On August 6, 2023 (the "Petition Date"), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. These chapter 11 cases have been consolidated for procedural purposes only and are being jointly administered pursuant to Bankruptcy Rule 1015(b) [Docket No. 169]. The Debtors are managing their businesses and their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. On August 16, 2023, the United States Trustee for the District of Delaware (the "U.S. Trustee") appointed an official committee of unsecured creditors [Docket No. 269] (the "Committee"). No trustee or examiner has been appointed in these chapter 11 cases.

The Settlement Agreements

I. Settlement Agreement Background.

6. In the ordinary course of business, the Debtors routinely relied on the services of third parties (the "Possessory Lienholders"), including providers of mechanic, towing, storage yard, and other similar services, for the operation and maintenance of its nationwide trucking fleet, tractors, trailers, forklifts, and related equipment (the "Rolling Stock Assets"). When the Debtors filed these chapter 11 cases, certain Rolling Stock Assets were in the possession of numerous Possessory Lienholders who held a variety of statutory, common law, or possessory liens (collectively, "Possessory Liens") on the Debtors' Rolling Stock Assets for prepetition amounts due and owing for services provided on such Rolling Stock Assets.

7. As set forth in the Vendors Motion[3], during these chapter 11 cases, the Debtors have used the relief granted to them under the Vendors Order[4] to pay certain prepetition claims related to the Possessory Liens only where the Debtors believed, in an exercise of their business judgment, that the benefit to their estates from making such payments during their ongoing wind-down would exceed the costs to the estates. The Debtors, with the assistance of their advisors, have identified fifty-five Rolling Stock Assets (each, a "Lienholder Rolling Stock Asset," collectively, the "Lienholder Rolling Stock Assets") that are currently in the possession of Possessory Lienholders that have provided ***no benefit*** to their estates since before the Petition Date, would require the expenditure of significant costs to retrieve and regain possession of, and

[3] "Vendors Motion" means the Debtors' *Motion to Pay Critical Trade Vendor Claims Motion of Debtors for Entry of Interim and Final Orders (I) Authorizing Debtors to Pay Prepetition Claims of Certain Critical Vendors, 503(b)(9) Claimants, Lien Claimants, and Foreign Vendors (II) Confirming Administrative Expense Priority of Outstanding Orders, and (III) Granting Related Relief* [Docket No. 12].

[4] "Vendors Order" means that entered *Final Order (I) Authorizing Debtors to Pay Prepetition Claims of Certain Critical Vendors, 503(b)(9) Claimants, Lien Claimants, and Foreign Vendors (II) Confirming Administrative Expense Priority of Outstanding Orders, and (III) Granting Related Relief* [Docket No. 517].

for which Possessory Lienholders continue to charge storage costs on a regular basis.

8. As of the date hereof, the Debtors, in consultation with their advisors, do not believe that the aggregate value the Lienholder Rolling Stock Assets would yield at auction will exceed the estimated aggregate claims related to prepetition repairs and storage costs and postpetition storage and towing costs to the Lienholder Rolling Stock Assets of approximately $794,000. Whittman Decl. Ex. A. The Debtors estimate the potential auction values of the Lienholder Rolling Stock Assets by comparing such assets to similar Rolling Stock Asset recoveries in recent Agent private sales and public auctions. Burke Declaration at ¶ 5.

9. As illustrated by the summary chart attached as Exhibit A to the Declaration of Brian Whittman (the "Whittman Declaration"), the prepetition claims and storage costs estimated by the Debtors materially exceeds the recovery threshold value of Lienholder Rolling Stock Assets, not including the costs to recover each Lienholder Rolling Stock Asset from its Possessory Lienholder location. Whittman Decl. Ex. A.

10. Importantly, and as set forth in the Whittman Declaration, the Lienholder Rolling Stock Assets have not been used by the Debtors during these chapter 11 cases, nor have they been included in any marketing materials for any private sales or public auctions pursuant to the Agency Agreement.[5] Whittman Decl. at ¶ 9. The Lienholder Rolling Stock Assets provide no value to the

[5] On October 27, 2023, the Court entered the *Order (I) Approving Agency Agreement with Nations Capital, LLC, Ritchie Bros. Auctioneers (America) Inc., IronPlanet, Inc., Ritchie Bros. Auctioneers (Canada) Ltd. and IronPlanet Canada Ltd Effective as of October 16, 2023; (II) Authorizing the Sale of Rolling Stock Assets Free and Clear of Liens, Claims, Interests and Encumbrances; and (III) Granting Related Relief* [Docket No. 981] which authorized the Debtors to enter into an agency agreement (the "Agency Agreement") with Nations Capital, LLC, Ritchie Bros. Auctioneers (America) Inc., IronPlanet, Inc., Ritchie Bros. Auctioneers (Canada) Ltd., and IronPlanet Canada Ltd. (collectively, the "Agent"). Pursuant to the Agency Agreement, the Debtors utilize the Agent to sell Rolling Stock Assets through public auctions and private sales. Under the Agency Agreement, however, the Agent is not obligated to locate or gain possession of any Rolling Stock Assets being held by third parties. *See* Agency Agreement, Section VI.A ("Agent is not obligated to locate, gain possession of, or expend any funds in connection with repossessing any such Rolling Stock Asset before the Removal Date or the expiration of the Term, but once such Rolling Stock Asset is located and available for transportation by Agent, Agent will include the transportation of such Rolling Stock Asset as part of Agent's transportation services and

administration of the Debtors' estates, and it would be value-destructive for the Debtors to expend any further estate resources to retrieve the Lienholder Rolling Stock Assets. Whittman Decl. ¶ 11.

11. To that end, the Debtors engaged in good faith, arms'-length negotiations with the Possessory Lienholders on the terms of settlements of the Possessory Lienholders' claims in exchange for the transfer of title of the Lienholder Rolling Stock Assets to the applicable Possessory Lienholder, resulting in a waiver or reduction of the claims held by the Possessory Lienholders against the Debtors estates in the aggregate amount of approximately $679,000. Whittman Decl. ¶ 10, Ex. A. The Debtors reached settlement agreements (collectively, the "Settlement Agreements") with seven Possessory Lienholders, the material terms of which are set forth in the following chart.

Summary of Principal Terms of the ACCU Trailer & Truck Repair, Inc. Settlement Agreement[6]	
Release of Claims *See* Section 3	In consideration of the transaction, Releasing Parties hereby release and discharge any and all claims, actions and causes of action it has or may have against Yellow and its subsidiaries, respective affiliates, agents, servants, employees, successors or assigns, employees, arising from or out of the Occurrence even if not reasonably discoverable at the time of this Release and Settlement Agreement (excepting however, the pre-petition amounts of the Releasing Party's proof of claim in Yellow's chapter 11 cases (styled under Case No. 23-11069 (CTG) (Bankr. D. Del. 2023) which shall not be released by the Releasing Parties under this Agreement)
Consideration *See* Section **4**	ACCU Trailer & Truck Repair, Inc. shall release all claims against Yellow per Section 3. Yellow shall transfer ownership of the equipment (as described in Section 2 and in as-is condition) to ACCU Trailer & Truck Repair, Inc. Yellow shall use its best efforts to transfer the titles (lien free) to such equipment to ACCU Trailer & Truck Repair, Inc. within thirty (30) days of receiving payment from ACCU Trailer & Truck Repair, Inc., but in no instance longer than 60 days.

within the remaining Transportation Fees budget…").

[6] Capitalized terns used but not defined in the chart shall have the meaning ascribed to them in the ACCU Trailer & Truck Repair, Inc. Settlement Agreement.

Summary of Principal Terms of the Transport Repair Service, Inc. Settlement Agreement[7]	
Release and Withdrawal of Claims *See* Release and Withdrawal of Claims	Releasing Parties hereby release and discharge any and all claims, actions and causes of action it has or may have against Yellow and its subsidiaries, respective affiliates, agents, servants, employees, successors or assigns, employees, arising from or out of the Occurrence even if not reasonably discoverable at the time of this Release and Settlement Agreement (including, but not limited to, the attached invoices). To the extent Releasing Party has filed a proof of claim in Yellow's chapter 11 cases (styled under Case No. 23-11069 (CTG) (Bankr. D. Del. 2023)) with respect to claims subject to this Agreement, Releasing Party agrees to formally withdraw its proof of claim from Yellow's claims register within five (5) business days of remitting the Agreed Payment Amount (as defined below) from Yellow. For the avoidance of doubt, the claims released and withdrawn by TRS is on account of the fifteen units subject to this Agreement.
Consideration *See* Consideration	TRS shall release all claims against Yellow per Section 3. Yellow shall transfer ownership of the equipment (as described in Section 2 and in as-is condition) to TRS. Yellow shall use its best efforts to transfer the titles (lien free) to such equipment to TRS within thirty (30) days of receiving payment from TRS, but in no instance longer than 60 days.
Summary of Principal Terms of the McCool's Roadside Services LLC Settlement Agreement[8]	
Release and Withdrawal of Claims *See* Section 3	Releasing Parties hereby release and discharge any and all claims, actions and causes of action it has or may have against Yellow and its subsidiaries, respective affiliates, agents, servants, employees, successors or assigns, employees, arising from or out of the Occurrence even if not reasonably discoverable at the time of this Release and Settlement Agreement (including, but not limited to, the attached invoices).[9] To the extent Releasing Party has filed a proof of claim in Yellow's chapter 11 cases (styled under Case No. 23-11069 (CTG) (Bankr. D. Del. 2023)) with respect to claims subject to this Agreement, Releasing Party agrees to formally withdraw its proof of claim from Yellow's claims register within five (5) business days.
Consideration *See* Section 4	McCool's Roadside Services LLC shall release all claims against Yellow per Section 3. Yellow shall transfer ownership of the equipment (as described in Section 2 and in as-is condition) to ACCU Trailer. Yellow shall use its best efforts to transfer the titles (lien free) to such equipment to McCool's

[7] Capitalized terns used but not defined in the chart shall have the meaning ascribed to them in the Transport Repair Service, Inc. Settlement Agreement.

[8] Capitalized terns used but not defined in the chart shall have the meaning ascribed to them in the McCool's Roadside Services LLC Settlement Agreement.

[9] The Releasing Parties have sold a material amount of its claim arising from these Lienholder Rolling Stock Assets to a third party that is not party to this Settlement Agreement. Accordingly, this Settlement Agreement is only for a partial waiver of claims held against these Lienholder Rolling Stock Assets, whereby only the Releasing Parties' claims are released and discharged in full.

	Roadside Services LLC within thirty (30) days of receiving payment from McCool's Roadside Services LLC, but in no instance longer than 60 days.
Summary of Principal Terms of the Davidson Protruck Inc. Settlement Agreement[10]	
Release and Withdrawal of Claims *See* Section 3	Releasing Parties hereby release and discharge any and all claims, actions and causes of action it has or may have against Yellow and its subsidiaries, respective affiliates, agents, servants, employees, successors or assigns, employees, arising from or out of the Occurrence even if not reasonably discoverable at the time of this Release and Settlement Agreement (including, but not limited to, the attached invoices: T 17316). To the extent Releasing Party has filed a proof of claim in Yellow's chapter 11 cases (styled under Case No. 23-11069 (CTG) (Bankr. D. Del. 2023)) with respect to claims subject to this Agreement, Releasing Party agrees to formally withdraw its proof of claim from Yellow's claims register. within five (5) business days of remitting the Agreed Payment Amount (as defined below) from Yellow.
Consideration *See* Section 4	Yellow shall transfer ownership of the semi tractor units in Davidson Protruck custody (see Exhibit A). Yellow shall transfer the title, lien free, to such units to Davidson Protruck within thirty (30) days of Davidson Protruck filing a Withdrawal Claim Form.

[10] Capitalized terns used but not defined in the chart shall have the meaning ascribed to them in the Davidson Protruck Inc. Settlement Agreement.

Summary of Principal Terms of the Spartan On-Site Fleet Maintenance, Inc. Settlement Agreement[11]	
Release and Withdrawal of Claims *See* Section 3	Releasing Parties hereby release and discharge any and all claims, actions and causes of action it has or may have against Yellow and its subsidiaries, respective affiliates, agents, servants, employees, successors or assigns, employees, arising from or out of the Occurrence even if not reasonably discoverable at the time of this Release and Settlement Agreement (including, but not limited to, the attached invoices. To the extent Releasing Party has filed a proof of claim in Yellow's chapter 11 cases (styled under Case No. 23-11069 (CTG) (Bankr. D. Del. 2023)) with respect to claims subject to this Agreement, Releasing Party agrees to formally withdraw its proof of claim from Yellow's claims register within five (5) business days of remitting the Agreed Payment Amount (as defined below) from Yellow.
Consideration *See* Section 4	Spartan On-Site Fleet Maintenance, Inc shall release all claims against Yellow per Section 3. Yellow shall transfer ownership of the equipment (as described in Section 2 and in as-is condition) to Spartan On-Site Fleet Maintenance, Inc. Yellow shall use its best efforts to transfer the titles (lien free) to such equipment to Spartan On-Site Fleet Maintenance, Inc within thirty (30) days of agreement execution date, but in no instance longer than 60 days.
Summary of Principal Terms of the Gary's Garage & Transport LLC Settlement Agreement[12]	
Release and Withdrawal of Claims *See* Section 3	Releasing Parties hereby release and discharge any and all claims, actions and causes of action it has or may have against Yellow and its subsidiaries, respective affiliates, agents, servants, employees, successors or assigns, employees, arising from or out of the Occurrence even if not reasonably discoverable at the time of this Release and Settlement Agreement (including, but not limited to, the attached invoices. To the extent Releasing Party has filed a proof of claim in Yellow's chapter 11 cases (styled under case No. 23-11069 (CTG) (Bankr. D. Del. 2023)) with respect to claims subject to this Agreement, Releasing Party agrees to formally withdraw its proof of claim from Yellow's claims register within five (5) business days of remitting the Agreed Payment Amount (as defined below) from Yellow.
Consideration *See* Section 4	Gary's Garage & Transport LLC shall release all claims against Yellow per.Section 3. Yellow shall transfer ownership of the equipment (as described in Section 2 and in as-is condition) to Gary's Garage & Transport LLC. Yellow shall use its best efforts to transfer the titles (lien free) to such

[11] Capitalized terns used but not defined in the chart shall have the meaning ascribed to them in the Spartan On-Site Fleet Maintenance, Inc. Settlement Agreement.

[12] Capitalized terns used but not defined in the chart shall have the meaning ascribed to them in the Gary's Garage & Transport LLC Settlement Agreement.

	equipment to Gary's Garage & Transport LLC within thirty (30) days of agreement execution date, but in no instance longer than 60 days.
Summary of Principal Terms of the Temple Towing Inc. Settlement Agreement[13]	
Release and Withdrawal of Claims *See* Section 3	Releasing Parties hereby release and discharge any and all claims, actions and causes of action it has or may have against Yellow and its subsidiaries, respective affiliates, agents, servants, employees, successors or assigns, employees, arising from or out of the Occurrence even if not reasonably discoverable at the time of this Release and Settlement Agreement(including, but not limited to, the attached invoices. To the extent Releasing Party has filed a proof of claim in Yellow's chapter 11 cases (styled under Case No. 23-11069 (CTG) (Bankr. D. Del. 2023)) with respect to claims subject to this Agreement, Releasing Party agrees to formally withdraw its proof of claim from Yellow's claims register within five (5) business days from receiving titles.
Consideration *See* Section 4	Temple Towing shall release all claims against Yellow per Section 3. Yellow shall transfer ownership of the equipment (as described in Section 2 and in as-is condition) to Temple Towing Yellow shall use its best efforts to transfer the titles (lien free) to such equipment to Temple Towing within thirty (30) days of agreement execution date, but in no instance longer than 60 days.

Basis for Relief

I. The Settlement Agreements are Fair, Reasonable, and in the Best Interests of the Estate.

12. Bankruptcy Rule 9019(a) provides, in relevant part:

> On motion by the [debtor in possession] and after notice and a hearing, the court may approve a compromise or settlement.

Fed. R. Bankr. P. 9019(a).

13. Settlements and compromises are tools often utilized to expedite case administration and to reduce unnecessary administrative costs. As such, they are favored in bankruptcy. *See In re Nutraquest, Inc.,* 434 F.3d 639, 646 (3d Cir. 2006) ("[i]t is axiomatic that

[13] Capitalized terns used but not defined in the chart shall have the meaning ascribed to them in the Spartan On-Site Fleet Maintenance, Inc. Settlement Agreement.

settlement will almost always reduce the complexity and inconvenience of litigation"). Pursuant to Bankruptcy Rule 9019(a), a bankruptcy court may, after appropriate notice and a hearing, approve a compromise or settlement so long as the proposed compromise is fair, reasonable, and in the best interest of the estate. *See In re Marvel Entm't Grp., Inc.*, 222 B.R. 243, 249 (D. Del 1998) ("[T]he ultimate inquiry [is] whether 'the compromise is fair, reasonable, and in the interest of the estate.'"); *In re Nw. Corp.*, 2008 WL 2704341, at *6 (Bankr. D. Del. July 10, 2008) ("[T]he bankruptcy court must determine whether the compromise is fair, reasonable, and in the best interests of the estate."); *In re Key3Media Grp., Inc.*, 336 B.R. 87, 92 (Bankr. D. Del. 2005) ("[T]he bankruptcy court has a duty to make an informed, independent judgment that the compromise is fair and equitable."). A proposed compromise need not be the best result that a debtor could have achieved, but only must fall within the "reasonable range of litigation possibilities." *In re Coram Healthcare Corp.*, 315 B.R. 321, 330 (Bankr. D. Del. 2004).

14. In determining whether a compromise is fair and equitable, the Third Circuit has adopted a four-factor balancing test under which a bankruptcy court should decide whether to approve a particular compromise or settlement: "(1) the probability of success in litigation; (2) the likely difficulties in collection; (3) the complexity of the litigation involved, and the expense, inconvenience and delay necessarily attending it; and (4) the paramount interest of the creditors." *Nutraquest,* 434 F.3d at 643; *see also Key3Media Grp.*, 336 B.R. 87 at 93 (when determining whether a compromise is in the best interests of the estate, courts must "assess and balance the value of the claim that is being compromised against the value to the estate of the acceptance of the compromise proposal" (internal citations omitted)).

15. In addition, section 363(b)(1) of the Bankruptcy Code authorizes a bankruptcy court, after notice and a hearing, to authorize a debtor to "use, sell, or lease, other than in the

ordinary course of business, property of the estate." 11 U.S.C. § 363(b)(1). A debtor may use, sell, or lease property of the estate where a sound business purpose justifies such actions. *Dai-ichi Kangyo Bank, Ltd. v. Montgomery Ward Holding Corp. (In re Montgomery Ward Holding Corp.)*, 242 B.R. 147, 153 (D. Del. 1999) ("In determining whether to authorize the use, sale or lease of property of the estate under this section, courts require the debtor to show that a sound business purpose justifies such actions.") (citing to *Committee of Equity Sec. Holders v. Lionel Corp. (In re Lionel Corp.)*, 722 F.2d 1063, 1071 (2d Cir. 1983) (setting forth the "sound business purpose" test in the context of a sale of assets under § 363(b)). Specifically, once a debtor articulates a valid business justification for a particular form of relief, the court reviews the debtor's request under the business judgment rule. *See In re Commercial Mortg. and Fin. Co.*, 414 B.R. 389, 394 (Bankr. N.D. Ill. 2009) (noting that a debtor in possession "has the discretionary authority to exercise his business judgment in operating the debtor's business similar to the discretionary authority to exercise business judgment given to an officer or director of a corporation").

16. The Debtors submit that the Settlement Agreements satisfy the requirements for approval under Bankruptcy Rule 9019 and sections 105(a) and 363(b)(1) of the Bankruptcy Code. The Lienholder Rolling Stock Assets (i) are significantly underwater, (ii) have provided ***zero benefit*** to their estates since before the Petition Date, and (iii) would require the expenditure of significant costs and time to retrieve and regain possession of such assets, which continue to accrue daily storage fees on a postpetition basis. The Settlement Agreements are the product of an arms-length negotiation process that resolves certain Possessory Lienholder claims in a consensual, expedient, cost-effective manner that benefits the Debtors' estates and creditor interests.

17. Accordingly, the Debtors believe the settlements and compromises embodied in the Settlement Agreements are fair and equitable and in the best interests of their estates and respectfully request that the Court approve the settlement pursuant to Bankruptcy Rule 9019.

II. Assignment of the Lienholder Rolling Stock Assets Should Be Approved Free and Clear of Liens, Claims, and Other Encumbrances.

18. Section 363(f) of the Bankruptcy Code permits a debtor to sell property free and clear of another party's interest in the property if: (a) applicable nonbankruptcy law permits such a free and clear sale; (b) the holder of the interest consents; (c) the interest is a lien and the sale price of the property exceeds the value of all liens on the property; (d) the interest is the subject of a bona fide dispute; or (e) the holder of the interest could be compelled in a legal or equitable proceeding to accept a monetary satisfaction of its interest. *See* 11 U.S.C. § 363(f).

19. Section 363(f) of the Bankruptcy Code is drafted in the disjunctive. Thus, satisfaction of any of the requirements enumerated therein will suffice to warrant the Debtors' assignment of the Lienholder Rolling Stock free and clear of all interests (*i.e.*, all liens, claims, rights, interests, charges, or encumbrances). *See In re Kellstrom Indus., Inc.*, 282 B.R. 787, 793 (Bankr. D. Del. 2002) ("[I]f any of the five conditions are met, the debtor has the authority to conduct the sale free and clear of all liens.").

20. The Debtors' prepetition funded debt secured lenders' claims have been fully satisfied and their security interests on the Lienholder Rolling Stock Assets have accordingly been released. The Debtors believe there are no other valid third-party property interests in the Lienholder Rolling Stock Assets; however, to the extent there are any interests related to the Lienholder Rolling Stock Assets, any such interest satisfies or will satisfy at least one of the five conditions of section 363(f) of the Bankruptcy Code.

21. The Debtors accordingly request authority to convey the Lienholder Rolling Stock free and clear of all liens, claims, rights, interests, charges, and encumbrances.

Separate Contested Matters

22. To the extent that a response is filed regarding any Settlement Agreement identified in this motion and the Debtors are unable to resolve the response, the objection by the Debtors to each such Settlement Agreement asserted herein shall constitute a separate contested matter as contemplated by Bankruptcy Rule 9014. Any order entered by the Court regarding an objection asserted in this motion shall be deemed a separate order with respect to each such Settlement Agreement.

Reservation of Rights

23. Nothing contained in this motion or any order granting the relief requested in this motion, and no action taken by the Debtors pursuant to the relief requested or granted (including any payment made in accordance with any such order), is intended as or shall be construed or deemed to be: (a) an admission as to the amount of, basis for, priority, or validity of any claim against the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's rights to dispute any claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission or finding that any particular claim is an administrative expense claim, other priority claim or otherwise of a type specified or defined in this motion or any order granting the relief requested by this motion; (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; or (g) a waiver or limitation of any claims, causes of action or other rights of the Debtors

or any other party in interest against any person or entity under the Bankruptcy Code or any other applicable law.

Waiver of Bankruptcy Rule 6004(a) and 6004(h)

24. To implement the foregoing successfully, the Debtors seek a waiver of the notice requirements under Bankruptcy Rule 6004(a) and the fourteen-day stay of an order authorizing the use, sale, or lease of property under Bankruptcy Rule 6004(h).

Notice

25. The Debtors will provide notice of this motion to: (a) the U.S. Trustee; (b) the Committee and Akin Gump Strauss Hauer & Feld LLP as counsel to the Committee; (c) the office of the attorney general for each of the states in which the Debtors operate; (d) United States Attorney's Office for the District of Delaware; (e) the Internal Revenue Service; (f) the United States Securities and Exchange Commission; (g) the Possessory Lienholders; and (h) any party that has requested notice pursuant to Bankruptcy Rule 2002 (collectively, the "Notice Parties"). In light of the nature of the relief requested, no other or further notice need be given.

No Prior Request

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

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WHEREFORE, the Debtors request entry of the Order, substantially in the form attached hereto as **Exhibit A**, (a) granting the relief requested herein and (b) granting such other relief as the Court deems appropriate under the circumstances.

Dated: May 13, 2024
Wilmington, Delaware

/s/ Laura Davis Jones

Laura Davis Jones (DE Bar No. 2436)
Timothy P. Cairns (DE Bar No. 4228)
Peter J. Keane (DE Bar No. 5503)
Edward Corma (DE Bar No. 6718)
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Co-Counsel for the Debtors and Debtors in Possession

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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
YELLOW CORPORATION, *et al.*,[1]	)	Case No. 23-11069 (CTG)
Debtors.	)	(Jointly Administered)

Objection Deadline: May 28, 2024, at 4:00 p.m. (ET)
Hearing Date: June 3, 2024, at 10:00 a.m. (ET)

NOTICE OF MOTION OF DEBTORS FOR ENTRY OF AN ORDER (I) APPROVING THE SETTLEMENT AGREEMENTS BY AND AMONG THE DEBTORS AND CERTAIN POSSESSORY LIENHOLDERS AND (II) GRANTING RELATED RELIEF

PLEASE TAKE NOTICE that, on May 13, 2024, the above-captioned debtors and debtors in possession (collectively, the "Debtors") filed the *Motion of Debtors for Entry of an Order (I) Approving the Settlement Agreements By and Among the Debtors and Certain Possessory Lienholders and (II) Granting Related Relief* (the "Motion") with the United States Bankruptcy Court for the District of Delaware, 824 Market Street, 3rd Floor, Wilmington, Delaware 19801 (the "Bankruptcy Court"). A copy of the Motion is attached hereto.

PLEASE TAKE FURTHER NOTICE that any response or objection to the Motion must be filed with the Bankruptcy Court on or before **May 28, 2024, at 4:00 p.m. prevailing Eastern Time**.

PLEASE TAKE FURTHER NOTICE that at the same time, you must also serve a copy of the response or objection upon: (i) the Debtors, Yellow Corporation, 11500 Outlook Street, Suite 400, Overland Park, Kansas 66211, Attn.: General Counsel; (ii) counsel to

[1] A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at https://dm.epiq11.com/YellowCorporation. The location of the Debtors' principal place of business and the Debtors' service address in these chapter 11 cases is: 11500 Outlook Street, Suite 400, Overland Park, Kansas 66211.

the Debtors, (A) Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn.: Allyson B. Smith (allyson.smith@kirkland.com) and (B) Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, PO Box 8705, Wilmington, Delaware 19801, Attn.: Laura Davis Jones (ljones@pszjlaw.com), Timothy P. Cairns (tcairns@pszjlaw.com), Peter J. Keane (pkeane@pszjlaw.com), and Edward Corma (ecorma@pszjlaw.com); (iii) the Office of United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn.: Jane Leamy (jane.m.leamy@usdoj.gov) and Richard Shepacarter (richard.shepacarter@usdoj.gov); and (iv) counsel to the Committee, (A) Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, Bank of America Tower, New York, NY 10036-6745 US, Attn.: Philip C. Dublin (pdublin@akingump.com), Meredith A. Lahaie (mlahaie@akingump.com), and Kevin Zuzolo (kzuzolo@akingump.com) and (B) co-counsel to the Committee, Benesch Friedlander Coplan & Aronoff LLP, 1313 North Market Street, Suite 1201, Wilmington, DE, 19801, Attn.: Jennifer R. Hoover (jhoover@beneschlaw.com) and Kevin M. Capuzzi (kcapuzzi@beneschlaw.com).

PLEASE TAKE FURTHER NOTICE THAT IF YOU FAIL TO RESPOND IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF REQUESTED BY THE MOTION WITHOUT FURTHER NOTICE OR HEARING.

PLEASE TAKE FURTHER NOTICE THAT A HEARING TO CONSIDER THE RELIEF SOUGHT IN THE MOTION WILL BE HELD ON **JUNE 3, 2024, AT 10:00 A.M. PREVAILING EASTERN TIME** BEFORE THE HONORABLE CRAIG T. GOLDBLATT, UNITED STATES BANKRUPTCY COURT JUDGE, AT THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE, 824 MARKET STREET, 3RD FLOOR, COURTROOM NO. 7, WILMINGTON, DELAWARE 19801.

Dated: May 13, 2024
Wilmington, Delaware

/s/ Laura Davis Jones

Laura Davis Jones (DE Bar No. 2436)
Timothy P. Cairns (DE Bar No. 4228)
Peter J. Keane (DE Bar No. 5503)
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-and-

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Co-Counsel for the Debtors and Debtors in Possession

Exhibit A

Proposed Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
YELLOW CORPORATION, *et al.*,[1]	)	Case No. 23-11069 (CTG)
Debtors.	)	(Jointly Administered)
	)	**Re: Docket No. __**

ORDER (I) APPROVING THE SETTLEMENT AGREEMENTS BY AND AMONG THE DEBTORS AND CERTAIN POSSESSORY LIENHOLDERS AND (II) GRANTING RELATED RELIEF

Upon the motion (the "Motion")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an final order (this "Order"), (a) authorizing the Debtors to enter into the Settlement Agreements attached hereto as **Exhibit 1** though **Exhibit 7,** and (b) granting related relief**,** all as more fully set forth in the Motion; and upon the Whittman Declaration; and upon the Burke Declaration; and the district court having jurisdiction under 28 U.S.C. § 1334, which was referred to this Court under 28 U.S.C. § 157 pursuant to the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; 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 this Court 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

[1] A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at https://dm.epiq11.com/YellowCorporation. The location of the Debtors' principal place of business and the Debtors' service address in these chapter 11 cases is: 11500 Outlook Street, Suite 400, Overland Park, Kansas 66211.

[2] Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

Debtors' estates, their creditors, and 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 Motion is granted as set forth herein.

2. The Settlement Agreements, including all terms and conditions therein, are approved in all respects.

3. The Debtors and each respective Possessory Lienholder are authorized to perform all obligations under the respective Settlement Agreements.

4. Pursuant to sections 105(a), 363(b), and 363(f) of the Bankruptcy Code, the Debtors are authorized to transfer the Lienholder Rolling Stock Assets to the respective Possessory Lienholders in accordance with the Settlement Agreements, and such transfer shall constitute a legal, valid, binding and effective transfer of the Lienholder Rolling Stock and shall vest the Possessory Lienholders with title in and to the Lienholder Rolling Stock Assets and the Possessory Lienholders shall take title to and possession of their respective Lienholder Rolling Stock Assets free and clear of all liens, claims, encumbrances, and other interests of any kind or nature whatsoever.

5. The lack of any specific description or inclusion of any particular provision of the Settlement Agreements in this Order shall not diminish or impair the effectiveness of such

provision, it being the intent of this Court that the Settlement Agreements be approved in their entirety.

6. In the event of any discrepancy between the Settlement Agreements and this Order, the terms of this Order shall govern.

7. An objection to each of the Settlement Agreement addressed in the Motion constitutes a separate contested matter as contemplated by Bankruptcy Rule 9014. This Order shall be deemed a separate order with respect to each Settlement Agreement. Any stay of this Order pending appeal by any interested party subject to this Order shall only apply to the contested matter that involves such interested party and shall not act to stay the applicability or finality of this Order with respect to the other contested matters covered hereby.

8. Notwithstanding any provision in the Bankruptcy Rules to the contrary, (a) the Settlement Agreements are not subject to any stay in the implementation, enforcement, or realization of the relief granted in this Order, unless otherwise provided herein or in such Settlement Agreement, and (b) the Debtors and the Possessory Lienholders, in their discretion, and without further delay, may take any action and perform any act authorized under this Order with respect to the applicable Settlement Agreement.

9. Nothing contained in the Motion or this Order, and no action taken pursuant to the relief requested or granted (including any payment made in accordance with this Order), is intended as or shall be construed or deemed to be: (a) an admission as to the amount, validity or priority of, or basis for any claim against the Debtors 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 particular claim; (d) an implication, admission or finding that any particular claim is an administrative expense claim,

other priority claim or otherwise of a type specified or defined in the Motion or this Order; (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; or (g) a waiver or limitation of any claims, causes of action or other rights of the Debtors or any other party in interest against any person or entity under the Bankruptcy Code or any other applicable law.

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 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 in accordance with the Motion.

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

Exhibit 1

The ACCU Trailer & Truck Repair, Inc. Settlement Agreement

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Release and Settlement Agreement

This Release and Settlement Agreement ("Agreement") is made April 24, 2024 (the "Effective Date"), between ACCU Trailer & Truck Repair, Inc. having its principal place of business at Franksville, WI 53126 ("ACCU Trailer") and Yellow Corp, a Delaware corporation, having its principal place of business at 11500 Outlook Street, Suite 400, Overland Park, KS 66211 ("Yellow"), which may each individually be referred to as "Party" or together the "Parties".

WHEREAS, Releasing Party (defined below) allege Yellow owes unpaid repair and/or storage fees; and

WHEREAS, Releasing Party and Yellow desire to settle the disputed claims.

NOW THEREFORE, in consideration of the mutual promises, covenants, undertakings, releases and agreements contained herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

1. Parties

1.1. The releasing parties to this Agreement include each of ACCU Trailer, for itself, its parent corporation, their respective successors, heirs, assigns, agents, attorneys, representatives, insurers, any trustees or conservators appointed on its behalf, and all related business entities, their parent, subsidiary, affiliated and related companies, together with their respective past, present and future predecessors, successors, assigns, officers, directors, shareholders, agents, attorneys, employees, insurers, and their respective heirs and legal representatives (the "Releasing Party").

1.2. The party being released is Yellow, its subsidiaries, and their respective successors, heirs, assigns, agents, attorneys, representatives, insurers, any trustees or conservators appointed on its behalf, and all related business entities, their parent, subsidiary, affiliated and related companies, together with their respective past, present and future predecessors, successors, assigns, officers, directors, shareholders, agents, attorneys, employees, insurers, and their respective heirs and legal representatives.

2. Subject Matter of this Agreement

This Agreement is based upon claims made by Releasing Parties for damages allegedly arising out of unpaid repair and/or storage fees for Yellow's equipment currently held by ACCU Trailer (hereinafter referred to as the "Occurrence"). Such Yellow equipment consists of 15 units, see exhibit A.

3. Release and Withdrawal of Claims

In consideration of the transaction set forth in Section 4 below, Releasing Parties hereby release and discharge any and all claims, actions and causes of action it has or may have against Yellow and its subsidiaries, respective affiliates, agents, servants, employees, successors or assigns, employees, arising from or out of the Occurrence even if not reasonably discoverable at the time of this Release and Settlement Agreement (excepting however, the pre-petition amounts of the Releasing Party's proof of claim in Yellow's chapter 11 cases (styled under Case No. 23-11069 (CTG) (Bankr. D. Del. 2023) which shall not be released by the Releasing Parties under this Agreement)

4. Consideration

This Agreement is made for and in consideration of the following transaction. ACCU Trailer shall release all claims against Yellow per Section 3. Yellow shall transfer ownership of the equipment (as described in Section 2 and in as-is condition) to ACCU Trailer. Yellow shall use its best efforts to transfer the titles (lien free) to such equipment to ACCU Trailer within thirty (30) days of receiving payment from ACCU Trailer, but in no instance longer than 60 days.

5. No Admission of Liability

Yellow and its subsidiaries, respective affiliates, agents, servants, employees, successors or assigns deny all liability and it is understood and agreed that this Agreement is a compromise of doubtful and disputed claims and that the payments made are not to be construed as an admission of liability on the part of the Yellow or as any admission as to the nature and extent of any damages allegedly sustained by Releasing Parties.

6. Liens and Subrogation Interest; Indemnity

Releasing Parties represents and warrants that there is no other person or entity who has any lien against or interest in the proceeds of this Agreement or who may claim through Releasing Parties in a derivative manner against Yellow for any cause arising from or related to the Occurrence, including without limitations, any customer, employer, insurer, attorney, lien holder, or other subrogated party. In any event, Releasing Parties agree to indemnify, defend, and hold harmless Yellow and its parent corporation, respective affiliates, agents, servants, employees, successors or assigns from any and liens against and interests in the proceeds of this settlement or derivative claims arising from or related to the Occurrence which any other person or entity might have, including but not limited to, any customer, employer, insurer, attorney, lien holder, or other subrogated party. It is further understood and agreed that all claims, if any, for attorneys' liens are included herein.

7. Other Related Claims and/or Suits Indemnity

Releasing Parties agree to indemnify, defend, and hold harmless Yellow and its parent corporation, respective affiliates, agents, servants, employees, successors or assigns from any and all claims, demands, actions or causes of action that may hereafter be made or brought on behalf of Releasing Parties, through Releasing Parties, or the current or former title holders of the commodities in question and relating to or arising out of the Occurrence.

8. Binding Effect

This Agreement shall be binding on and inure to the benefit of the Parties hereto, their successors, heirs, assigns, agents, attorneys, representatives, insurers, any trustees or conservators appointed for or on behalf of the Parties hereto or their assets, and as to business entities, their parent, subsidiary, affiliated and related companies, together with their respective past, present and future predecessors, successors, assigns, officers, directors, shareholders, agents, attorneys, employees, insurers, and their respective heirs and legal representatives.

9. Enforcement

All remedies at law or in equity shall be available for the enforcement of this Agreement. This may be pled as a full bar to the enforcement of any claims arising from the Occurrence.

10. Captions

The captions used in this Agreement are for clarification and are meant to be an aid in interpreting it. To the extent they conflict with any substantive provisions of this Agreement, they are to be disregarded.

11. Advice of Counsel

Releasing Parties represent that no promises, inducements, or agreements not herein expressed have been made or offered and that this Agreement is not executed in reliance upon any statement or representation except as specifically set out herein. It is understood and agreed that the terms of this Agreement are contractual and not mere recitals.

12. Warranty of Capacity to Execute Agreement

Each person signing this Agreement warrants and represents that he or she has the authority to sign on behalf of himself or herself and of the person or entity he or she represents, and that this Agreement has been validly authorized and constitutes a legally binding and enforceable obligation.

13. Governing Law

This Agreement shall be construed and interpreted in accordance with the laws of the State of Kansas.

14. Confidentiality

Releasing Party agrees to hold in confidence and not disclose to any party the terms of this Agreement, including the existence thereof (the "Confidential Information"); *provided* that if any party seeks to compel the Releasing Party's disclosure of any or all of the Confidential Information, through judicial action or otherwise, or the Releasing Party intends to disclose any or all of the Confidential Information, the Releasing Party shall immediately provide Yellow with prompt written notice so that Yellow may seek an injunction, protective order or any other available remedy to prevent such disclosure; *provided, further*, that, if such remedy is not obtained, the Releasing Party shall furnish only such information as the Releasing Party is legally required to provide.

15. Entire Agreement

This Agreement contains the entire agreement between the Parties with regard to the matters set forth herein and supersedes all prior agreements or understandings between the Parties. This Agreement cannot be modified in any respect in the future except in a writing signed by the Parties.

16. Severability

It is expressly understood to be the intent of the Parties that the terms and provisions of this Agreement are severable and if, at any time in the future, or for any reason, any term or provision in this Agreement is declared unenforceable, void, voidable, or otherwise invalid, the remaining terms and provisions shall remain valid and enforceable as written.

17. Counterparts

This Agreement may be signed in counterparts by the Parties and shall be valid and binding on each Party as if fully executed all on one copy. Facsimile signatures shall be acceptable to bind the Parties hereto.

BEFORE SIGNING BELOW, THE UNDERSIGNED DECLARES THAT HE OR SHE IS COMPETENT TO EXECUTE THIS RELEASE AND SETTLEMENT AGREEMENT, THAT HE OR SHE HAS READ AND FULLY UNDERSTANDS IT, AND THAT HE OR SHE VOLUNTARILY EXECUTES IT WITH FULL KNOWLEDGE OF ITS CONTENTS AND MEANING FOR THE PURPOSE OF OBTAINING THE ABOVE-STATED PAYMENT.

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ACCU Trailer & Truck Repair, Inc.

Signature: Duane Meyer

Printed Name: Duane Meyer

Title: Owner

Date: 4-29-2024

Yellow Corp.

Signature: Theresa Coillot

Printed Name: Theresa Coillot

Title: Fleet Compliance

Date: 4-26-24

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Exhibit A:

Cnt	Vendor	UNIT	TYPE	YEAR	MAKE	VIN	Inv	Inv Amt
1	ACCU TRAILER & TRUCK REPAIR	HMES507448	RTL	2008	GRTDN	1GRAA962X8B702556	49307	$2,325
2	ACCU TRAILER & TRUCK REPAIR	HMES515310	RTL	2015	STGHT	1DW1A5329FB577810	4903	$2,325
3	ACCU TRAILER & TRUCK REPAIR	HMES532344	RTL	2022	VANGU	5V8VA5325NM211205	49302	$2,325
4	ACCU TRAILER & TRUCK REPAIR	HMES533191	RTL	2014	STGHT	1DW1A5320EB487346	49304	$2,325
5	ACCU TRAILER & TRUCK REPAIR	HMES535320	RTL	2005	GRTDN	1GRAA06285J610620	49311	$2,325
6	ACCU TRAILER & TRUCK REPAIR	HMES536466	RTL	2006	GRTDN	1GRAA06286J612627	49305	$2,325
7	ACCU TRAILER & TRUCK REPAIR	HMES536697	RTL	2006	GRTDN	1GRAA062X6J610247	49310	$2,325
8	ACCU TRAILER & TRUCK REPAIR	HMES537075	RTL	2007	GRTDN	1GRAA06237D424002	49300	$2,325
9	ACCU TRAILER & TRUCK REPAIR	HMES546634	RTL	2006	GRTDN	1GRAA06256T521822	49309	$2,325
10	ACCU TRAILER & TRUCK REPAIR	HMES535124	RTL	2005	GRTDN	1GRAA06285J610424	49301	$2,325
11	ACCU TRAILER & TRUCK REPAIR	HMES453381	RTL	2008	WABSH	1JJV532W18L111734	49306	$2,325
12	ACCU TRAILER & TRUCK REPAIR	HMES453694	CTL	2003	WABSH	1JJV482W93L849760	49308	$2,325

Exhibit 2

The Transport Repair Service, Inc. Settlement Agreement

Fwd: TRANSPORT REPAIR SERVICE - 15 Units - SETTLEMENT AGREEMENT

From: Molly Nevseta (molly.trs1212@gmail.com)

To: transportrepairser@sbcglobal.net

Date: Wednesday, April 24, 2024 at 01:23 PM EDT

---------- Forwarded message ---------
From: **Butaviciute, Sandra** <Sandra.Butaviciute@myyellow.com>
Date: Wed, Apr 24, 2024 at 11:34 AM
Subject: TRANSPORT REPAIR SERVICE - 15 Units - SETTLEMENT AGREEMENT
To: molly.trs1212@gmail.com <molly.trs1212@gmail.com>

Hi Molly,

Here is a summary of the Settlement Agreement:

- Ron and I agreed that Transport Repair Service will settle up to $18,000 of debt in exchange for free and clear titles for the 15 units listed below. Per our discussion there were only $10,535.59 in outstanding invoices in your system pertaining to the units below. The intent of the settlement is to settle all debt pertaining to the 15 units including but not limited to the invoices listed in the agreement.
- Transport Repair Service will update their claim to remove liability pertaining to these 15 units if such claim has been filed.
- Yellow will mail 11 titles to the address provided below (Forklifts and Yard Tractor do not have titles). The titles are ready to be mailed though we added more time just in case of emergencies
- Transport Repair Service will need to proceed with the regular bankruptcy court regarding outstanding liability that does not relate to the units below.

I attached signed settlement agreement. If your legal department needs to update the agreement, feel free to update the word version that is attached, but please outline the changes in the email so our legal department can easily locate them and provide feedback.

Cnt	Vendor/ Cust / Tow / Other Name	LSE/ OWN	TYPE 2	EUNIT	TYPE1	EYEAR	EMAKE	EFSERIAL
1	TRANSPORT REPAIR SERVICE	OWN	FKL	RDWY4692	FKL	2002	KMTSU	559217A
2	TRANSPORT REPAIR SERVICE	OWN	YTR	RDWY525	YTR	2004	OTTWA	3
3	TRANSPORT REPAIR SERVICE	OWN	CTR-SA	RDWY65069	CTR	2007	VOLVO	4V4M19GF67N406797
4	TRANSPORT REPAIR SERVICE	OWN	FKL	RDWY5383	FKL	2003	TOYOT	7FGCU20-81747
5	TRANSPORT REPAIR SERVICE	OWN	FKL	RDWY6992	FKL	2007	TOYOT	8FGCU25-14173
6	TRANSPORT REPAIR SERVICE	OWN	CTR-TA	RDWY79037	CTR	2008	VOLVO	4V4MC9GF87N449676
7	TRANSPORT REPAIR SERVICE	OWN	CTR-TA	RDWY79137	CTR	2008	VOLVO	4V4MC9EG48N263517
8	TRANSPORT REPAIR SERVICE	OWN	CTR-TA	RDWY79527	CTR	2006	INTL	2HSCNAPR46C189978
9	TRANSPORT REPAIR SERVICE	OWN	CTR-TA	RDWY79525	CTR	2007	VOLVO	4V4MC9GF37N449391
10	TRANSPORT REPAIR SERVICE	OWN	CTR-TA	RDWY79530	CTR	2007	VOLVO	4V4MC9GFX7N451820
11	TRANSPORT REPAIR SERVICE	OWN	CTR-SA	RDWY21665	CTR	2001	INTL	1HSCAAHN91J007774
12	TRANSPORT REPAIR SERVICE	OWN	RTL-TA	RDWY560435	RTL	2008	WABSH	1JJV532W08L111708
13	TRANSPORT REPAIR SERVICE	OWN	RTL-TA	HMES534348	RTL	2005	GRTDN	1GRAA06235D409884
14	TRANSPORT REPAIR SERVICE	OWN	RTL-TA	RDWY558846	RTL	2007	WABSH	1JJV532W17L043224
15	TRANSPORT REPAIR SERVICE	OWN	RTL-SA	RDWY132717	RTL	2015	STGHT	1DW1A2811FS620325

From: Brooke & Molly <accounting@transportrepairgr.com>
Sent: Tuesday, April 23, 2024 9:47 AM
To: Butaviciute, Sandra <Sandra.Butaviciute@myyellow.com>
Subject: YRC invoices

Sandra,

Here is what I have for you.

Release and Settlement Agreement

This Release and Settlement Agreement ("Agreement") is made April 23, 2024 (the "Effective Date"), between Transport Repair Service, Inc. having its principal place of business at 541 Burton St SW, Grand Rapids, MI 49507 ("TRS") and Yellow Corp, a Delaware corporation, having its principal place of business at 11500 Outlook Street, Suite 400, Overland Park, KS 66211 ("Yellow"), which may each individually be referred to as "Party" or together the "Parties".

WHEREAS, Releasing Party (defined below) allege Yellow owes unpaid repair and/or storage fees; and

WHEREAS, Releasing Party and Yellow desire to settle the disputed claims.

NOW THEREFORE, in consideration of the mutual promises, covenants, undertakings, releases and agreements contained herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

- **Parties**

- The releasing parties to this Agreement include each of TRS, for itself, its parent corporation, their respective successors, heirs, assigns, agents, attorneys, representatives, insurers, any trustees or conservators appointed on its behalf, and all related business entities, their parent, subsidiary, affiliated and related companies, together with their respective past, present and future predecessors, successors, assigns, officers, directors, shareholders, agents, attorneys, employees, insurers, and their respective heirs and legal representatives (the "Releasing Party").

- The party being released is Yellow, its subsidiaries, and their respective successors, heirs, assigns, agents, attorneys, representatives, insurers, any trustees or conservators appointed on its behalf, and all related business entities, their parent, subsidiary, affiliated and related companies, together with their respective past, present and future predecessors, successors, assigns, officers, directors, shareholders, agents, attorneys, employees, insurers, and their respective heirs and legal representatives.

- **Subject Matter of this Agreement**

  This Agreement is based upon claims made by Releasing Parties for damages allegedly arising out of unpaid repair and/or storage fees for Yellow's equipment currently held by TRS (hereinafter referred to as the "Occurrence"). Such Yellow equipment consists of 15 units, see exhibit A.

- **Release and Withdrawal of Claims**

  In consideration of the transaction set forth in Section 4 below, Releasing Parties hereby release and discharge any and all claims, actions and causes of action it has or may have against Yellow and its subsidiaries, respective affiliates, agents, servants, employees, successors or assigns, employees, arising from or out of the Occurrence even if not reasonably discoverable at the time of this Release and Settlement Agreement(including, but not limited to, the attached invoices. To the extent Releasing Party has filed a proof of claim in Yellow's chapter 11 cases (styled under Case No. 23-11069 (CTG) (Bankr. D. Del. 2023)) with respect to claims subject to this Agreement, Releasing Party agrees to formally withdraw its proof of claim from Yellow's claims register within five (5) business days of remitting the Agreed Payment Amount (as defined below) from Yellow.

- **Consideration**

  This Agreement is made for and in consideration of the following transaction. TES shall release all claims against Yellow per Section 3. Yellow shall transfer ownership of the equipment (as described in Section 2 and in as-is condition) to TRS. Yellow shall use its best efforts to transfer the titles (lien free) to such equipment to TRS within thirty (30) days of receiving payment from TRS, but in no instance longer than 60 days.

- **No Admission of Liability**

  Yellow and its subsidiaries, respective affiliates, agents, servants, employees, successors or assigns deny all liability and it is understood and agreed that this Agreement is a compromise of doubtful and disputed claims and that the payments made are not to be construed as an admission of liability on the part of the Yellow or as any admission as to the nature and extent of any damages allegedly sustained by Releasing Parties.

- **Liens and Subrogation Interest; Indemnity**

Releasing Parties represents and warrants that there is no other person or entity who has any lien against or interest in the proceeds of this Agreement or who may claim through Releasing Parties in a derivative manner against Yellow for any cause arising from or related to the Occurrence, including without limitations, any customer, employer, insurer, attorney, lien holder, or other subrogated party. In any event, Releasing Parties agree to indemnify, defend, and hold harmless Yellow and its parent corporation, respective affiliates, agents, servants, employees, successors or assigns from any and liens against and interests in the proceeds of this settlement or derivative claims arising from or related to the Occurrence which any other person or entity might have, including but not limited to, any customer, employer, insurer, attorney, lien holder, or other subrogated party. It is further understood and agreed that all claims, if any, for attorneys' liens are included herein.

- **Other Related Claims and/or Suits Indemnity**

  Releasing Parties agree to indemnify, defend, and hold harmless Yellow and its parent corporation, respective affiliates, agents, servants, employees, successors or assigns from any and all claims, demands, actions or causes of action that may hereafter be made or brought on behalf of Releasing Parties, through Releasing Parties, or the current or former title holders of the commodities in question and relating to or arising out of the Occurrence.

- **Binding Effect**

  This Agreement shall be binding on and inure to the benefit of the Parties hereto, their successors, heirs, assigns, agents, attorneys, representatives, insurers, any trustees or conservators appointed for or on behalf of the Parties hereto or their assets, and as to business entities, their parent, subsidiary, affiliated and related companies, together with their respective past, present and future predecessors, successors, assigns, officers, directors, shareholders, agents, attorneys, employees, insurers, and their respective heirs and legal representatives.

- **Enforcement**

  All remedies at law or in equity shall be available for the enforcement of this Agreement. This may be pled as a full bar to the enforcement of any claims arising from the Occurrence.

- **Captions**

  The captions used in this Agreement are for clarification and are meant to be an aid in interpreting it. To the extent they conflict with any substantive provisions of this Agreement, they are to be disregarded.

- **Advice of Counsel**

  Releasing Parties represent that no promises, inducements, or agreements not herein expressed have been made or offered and that this Agreement is not executed in reliance upon any statement or representation except as specifically set out herein. It is understood and agreed that the terms of this Agreement are contractual and not mere recitals.

- **Warranty of Capacity to Execute Agreement**

  Each person signing this Agreement warrants and represents that he or she has the authority to sign on behalf of himself or herself and of the person or entity he or she represents, and that this Agreement has been validly authorized and constitutes a legally binding and enforceable obligation.

- **Governing Law**

  This Agreement shall be construed and interpreted in accordance with the laws of the State of Kansas.

- **Confidentiality**

  Releasing Party agrees to hold in confidence and not disclose to any party the terms of this Agreement, including the existence thereof (the "Confidential Information"); *provided* that if any party seeks to compel the Releasing Party's disclosure of any or all of the Confidential Information, through judicial action or otherwise, or the Releasing Party intends to disclose any or all of the Confidential Information, the Releasing Party shall immediately provide Yellow with prompt written notice so that Yellow may seek an injunction, protective order or any other available remedy to prevent such disclosure; *provided, further*, that, if such remedy is not obtained, the Releasing Party shall furnish only such information as the Releasing Party is legally required to provide.

- **Entire Agreement**

  This Agreement contains the entire agreement between the Parties with regard to the matters set forth herein and supersedes all prior agreements or understandings between the Parties. This Agreement cannot be modified in any respect in the future except in a writing signed by the Parties.

- **Severability**

It is expressly understood to be the intent of the Parties that the terms and provisions of this Agreement are severable and if, at any time in the future, or for any reason, any term or provision in this Agreement is declared unenforceable, void, voidable, or otherwise invalid, the remaining terms and provisions shall remain valid and enforceable as written.

- **Counterparts**

This Agreement may be signed in counterparts by the Parties and shall be valid and binding on each Party as if fully executed all on one copy. Facsimile signatures shall be acceptable to bind the Parties hereto.

BEFORE SIGNING BELOW, THE UNDERSIGNED DECLARES THAT HE OR SHE IS COMPETENT TO EXECUTE THIS RELEASE AND SETTLEMENT AGREEMENT, THAT HE OR SHE HAS READ AND FULLY UNDERSTANDS IT, AND THAT HE OR SHE VOLUNTARILY EXECUTES IT WITH FULL KNOWLEDGE OF ITS CONTENTS AND MEANING FOR THE PURPOSE OF OBTAINING THE ABOVE-STATED PAYMENT.

Transport Repair Service

Signature: Rod Zimmerman

Printed Name: Rod Zimmerman

Title: Owner

Date: 4-24-24

Yellow Corp.

Signature: Theresa Coillot

Printed Name: Theresa Coillot

Title: Fleet Compliance

Date: 4-24-24

Exhibit A:

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Cnt	UNIT	Inv #	Inv Date	Inv Amnt	Type	Year	VIN
1	RDWY4692				FKL	2001	559217A
2	RDWY525				YTR	2004	308666
3	RDWY65069	374799	12/27/2023	$ 95.00	CTR	2007	4V4M19GF67N406797
3	RDWY65069	370064	7/29/2023	$ 2,199.33	CTR	2007	4V4M19GF67N406797
3	RDWY65069	369735	7/21/2023	$ 136.00	CTR	2007	4V4M19GF67N406797
4	RDWY5383				FKL	2003	7FGCU20-81747
5	RDWY6992	369866	7/27/2023	$ 136.00	FKL	2007	8FGCU25-14173
5	RDWY6992	369634	7/19/2023	$ 1,016.48	FKL	2007	8FGCU25-14173
5	RDWY6992	369432	7/11/2023	$ 51.00	FKL	2007	8FGCU25-14173
5	RDWY6992	369290	7/7/2023	$ 68.00	FKL	2007	8FGCU25-14173
5	RDWY6992	369192	7/3/2023	$ 318.00	FKL	2007	8FGCU25-14173
5	RDWY6992	369055	6/27/2023	$ 68.00	FKL	2007	8FGCU25-14173
5	RDWY6992	368954	6/23/2023	$ 290.47	FKL	2007	8FGCU25-14173
6	RDWY79037	369836	7/24/2023	$ 960.27	CTR	2008	4V4MC9GF87N449676
6	RDWY79037	369737	7/21/2023	$ 38.97	CTR	2008	4V4MC9GF87N449676
6	RDWY79037	369619	7/19/2023	$ 102.00	CTR	2008	4V4MC9GF87N449676
6	RDWY79037	369392	7/10/2023	$ 321.81	CTR	2008	4V4MC9GF87N449676
6	RDWY79037	369300	7/7/2023	$ 136.00	CTR	2008	4V4MC9GF87N449676
6	RDWY79037	369326	7/7/2023	$ 56.85	CTR	2008	4V4MC9GF87N449676
6	RDWY79037	369241	7/5/2023	$ 106.07	CTR	2008	4V4MC9GF87N449676
6	RDWY79037	369061	7/27/2023	$ 90.98	CTR	2008	4V4MC9GF87N449676
6	RDWY79037	368898	7/22/2023	$ 287.87	CTR	2008	4V4MC9GF87N449676
7	RDWY79137	369610	7/19/2023	$ 652.42	CTR	2008	4V4MC9EG48N263517
7	RDWY79137	369455	7/12/2023	$ 666.28	CTR	2008	4V4MC9EG48N263517
7	RDWY79137	369409	7/10/2023	$ 1,290.37	CTR	2008	4V4MC9EG48N263517
7	RDWY79137	369610	7/19/2023	$ 652.42	CTR	2008	4V4MC9EG48N263517
8	RDWY79527	374847	2/10/2024	$ 95.00	CTR	2006	2HSCNAPR46C189978
9	RDWY79525	363700	1/14/2023	$ 85.00	CTR	2007	4V4MC9GF37N449391
9	RDWY79525	374848	2/10/2024	$ 95.00	CTR	2007	4V4MC9GF37N449391
10	RDWY79530	374845	2/10/2024	$ 235.00	CTR	2007	4V4MC9GFX7N451820
11	RDWY21665	374846	2/10/2024	$ 95.00	CTR	2001	1HSCAAHN91J007774
12	RDWY560435	374851	2/10/2024	$ 95.00	RTL	2008	1JJV532W08L111708
13	HMES534348				RTL	2005	1GRAA06235D409884
14	RDWY558846	374850	2/10/2024	$ 95.00	RTL	2007	1JJV532W17L043224
15	RDWY132717				RTL	2015	1DW1A2811FS620325
				$ 10,535.59			

***and any and all other invoices related to the units listed above**

Exhibit 3

The McCool's Roadside Services LLC Settlement Agreement

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Release and Settlement Agreement

This Release and Settlement Agreement ("Agreement") is made April 24, 2024 (the "Effective Date"), between McCool's Roadside Services LLC having its principal place of business at 303 S Walnut St, Westville, IL 61883 ("McCool's") and Yellow Corp, a Delaware corporation, having its principal place of business at 11500 Outlook Street, Suite 400, Overland Park, KS 66211 ("Yellow"), which may each individually be referred to as "Party" or together the "Parties".

WHEREAS, Releasing Party (defined below) allege Yellow owes unpaid storage fees; and

WHEREAS, Releasing Party and Yellow desire to settle the disputed claims.

NOW THEREFORE, in consideration of the mutual promises, covenants, undertakings, releases and agreements contained herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

1. Parties

1.1. The releasing parties to this Agreement include each of McCool's Roadside Services LLC, for itself, its parent corporation, their respective successors, heirs, assigns, agents, attorneys, representatives, insurers, any trustees or conservators appointed on its behalf, and all related business entities, their parent, subsidiary, affiliated and related companies, together with their respective past, present and future predecessors, successors, assigns, officers, directors, shareholders, agents, attorneys, employees, insurers, and their respective heirs and legal representatives (the "Releasing Party").

1.2. The party being released is Yellow, its subsidiaries, and their respective successors, heirs, assigns, agents, attorneys, representatives, insurers, any trustees or conservators appointed on its behalf, and all related business entities, their parent, subsidiary, affiliated and related companies, together with their respective past, present and future predecessors, successors, assigns, officers, directors, shareholders, agents, attorneys, employees, insurers, and their respective heirs and legal representatives.

2. Subject Matter of this Agreement

This Agreement is based upon claims made by Releasing Parties for damages allegedly arising out of unpaid repair and/or storage fees for Yellow's equipment currently held by McCool's Roadside Services LLC (hereinafter referred to as the "Occurrence"). Such Yellow equipment consists of 11 units, see exhibit A.

3. Release and Withdrawal of Claims

In consideration of the transaction set forth in Section 4 below, Releasing Parties hereby release and discharge any and all claims, actions and causes of action it has or may have against Yellow and its subsidiaries, respective affiliates, agents, servants, employees, successors or assigns, employees, arising from or out of the Occurrence even if not reasonably discoverable at the time of this Release and Settlement Agreement(including, but not limited to, the attached invoices. To the extent Releasing Party has filed a proof of claim in Yellow's chapter 11 cases (styled under Case No. 23-11069 (CTG) (Bankr. D. Del. 2023)) with respect to claims subject to this Agreement, Releasing Party agrees to formally withdraw its proof of claim from Yellow's claims register within five (5) business days.

4. Consideration

This Agreement is made for and in consideration of the following transaction. McCool's Roadside Services LLC shall release all claims against Yellow per Section 3. Yellow shall transfer ownership of the equipment (as described in Section 2 and in as-is condition) to ACCU Trailer. Yellow shall use its best efforts to transfer the titles (lien free) to such equipment to McCool's Roadside Services LLC within thirty (30) days of receiving payment from McCool's Roadside Services LLC, but in no instance longer than 60 days.

5. No Admission of Liability

Yellow and its subsidiaries, respective affiliates, agents, servants, employees, successors or assigns deny all liability and it is understood and agreed that this Agreement is a compromise of doubtful and disputed claims and that the payments made are not to be construed as an admission of liability on the part of the Yellow or as any admission as to the nature and extent of any damages allegedly sustained by Releasing Parties.

6. Liens and Subrogation Interest; Indemnity

Releasing Parties represents and warrants that there is no other person or entity who has any lien against or interest in the proceeds of this Agreement or who may claim through Releasing Parties in a derivative manner against Yellow for any cause arising from or related to the Occurrence, including without limitations, any customer, employer, insurer, attorney, lien holder, or other subrogated party. In any event, Releasing Parties agree to indemnify, defend, and hold harmless Yellow and its parent corporation, respective affiliates, agents, servants, employees, successors or assigns from any and liens against and interests in the proceeds of this settlement or derivative claims arising from or related to the Occurrence which any other person or entity might have, including but not limited to, any customer,

employer, insurer, attorney, lien holder, or other subrogated party. It is further understood and agreed that all claims, if any, for attorneys' liens are included herein.

7. Other Related Claims and/or Suits Indemnity

Releasing Parties agree to indemnify, defend, and hold harmless Yellow and its parent corporation, respective affiliates, agents, servants, employees, successors or assigns from any and all claims, demands, actions or causes of action that may hereafter be made or brought on behalf of Releasing Parties, through Releasing Parties, or the current or former title holders of the commodities in question and relating to or arising out of the Occurrence.

8. Binding Effect

This Agreement shall be binding on and inure to the benefit of the Parties hereto, their successors, heirs, assigns, agents, attorneys, representatives, insurers, any trustees or conservators appointed for or on behalf of the Parties hereto or their assets, and as to business entities, their parent, subsidiary, affiliated and related companies, together with their respective past, present and future predecessors, successors, assigns, officers, directors, shareholders, agents, attorneys, employees, insurers, and their respective heirs and legal representatives.

9. Enforcement

All remedies at law or in equity shall be available for the enforcement of this Agreement. This may be pled as a full bar to the enforcement of any claims arising from the Occurrence.

10. Captions

The captions used in this Agreement are for clarification and are meant to be an aid in interpreting it. To the extent they conflict with any substantive provisions of this Agreement, they are to be disregarded.

11. Advice of Counsel

Releasing Parties represent that no promises, inducements, or agreements not herein expressed have been made or offered and that this Agreement is not executed in reliance upon any statement or representation except as specifically set out herein. It is understood and agreed that the terms of this Agreement are contractual and not mere recitals.

12. Warranty of Capacity to Execute Agreement

Each person signing this Agreement warrants and represents that he or she has the authority to sign on behalf of himself or herself and of the person or entity he or she represents, and that this Agreement has been validly authorized and constitutes a legally binding and enforceable obligation.

13. Governing Law

This Agreement shall be construed and interpreted in accordance with the laws of the State of Kansas.

14. Confidentiality

Releasing Party agrees to hold in confidence and not disclose to any party the terms of this Agreement, including the existence thereof (the "Confidential Information"); *provided* that if any party seeks to compel the Releasing Party's disclosure of any or all of the Confidential Information, through judicial action or otherwise, or the Releasing Party intends to disclose any or all of the Confidential Information, the Releasing Party shall immediately provide Yellow with prompt written notice so that Yellow may seek an injunction, protective order or any other available remedy to prevent such disclosure; *provided, further*, that, if such remedy is not obtained, the Releasing Party shall furnish only such information as the Releasing Party is legally required to provide.

15. Entire Agreement

This Agreement contains the entire agreement between the Parties with regard to the matters set forth herein and supersedes all prior agreements or understandings between the Parties. This Agreement cannot be modified in any respect in the future except in a writing signed by the Parties.

16. Severability

It is expressly understood to be the intent of the Parties that the terms and provisions of this Agreement are severable and if, at any time in the future, or for any reason, any term or provision in this Agreement is declared unenforceable, void, voidable, or otherwise invalid, the remaining terms and provisions shall remain valid and enforceable as written.

17. Counterparts

This Agreement may be signed in counterparts by the Parties and shall be valid and binding on each Party as if fully executed all on one copy. Facsimile signatures shall be acceptable to bind the Parties hereto.

BEFORE SIGNING BELOW, THE UNDERSIGNED DECLARES THAT HE OR SHE IS COMPETENT TO EXECUTE THIS RELEASE AND SETTLEMENT AGREEMENT, THAT HE OR SHE HAS READ AND FULLY UNDERSTANDS IT, AND THAT HE OR SHE VOLUNTARILY EXECUTES IT WITH FULL KNOWLEDGE OF ITS CONTENTS AND MEANING FOR THE PURPOSE OF OBTAINING THE ABOVE-STATED PAYMENT.

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McCool's Roadside Services LLC

Signature:

Printed Name:

Title:

Date:

Brody mccool
CEO
4-26-24

Yellow Corp.

Signature: Theresa Caillot

Printed Name: Theresa Caillot

Title: Fleet Compliance

Date: 4/25/24

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Exhibit A:

Cnt	Vendor	LSE/ OWN	UNIT	TYPE	YEAR	MAKE	VIN
1	McCool's Roadside Services LLC	OWN	HMES17017	RTR	2017	FRGHT	1FUGGEDVXHLHS3776
2	McCool's Roadside Services LLC	OWN	HMES25297	CTR	2005	INTL	2HSCNAPR05C046377
3	McCool's Roadside Services LLC	OWN	HMES25570	CTR	2005	INTL	2HSCNAPRX5C178921
4	McCool's Roadside Services LLC	OWN	HMES26217	CTR	2006	INTL	2HSCNAPR86C190096
5	McCool's Roadside Services LLC	OWN	HMES535084	RTL	2005	GRTDN	1GRAA06235D414714
6	McCool's Roadside Services LLC	OWN	HMES15261	RTR	2015	FRGHT	3AKGGEDV2FSGK3558
7	McCool's Roadside Services LLC	OWN	HMES15153	RTR	2015	FRGHT	3AKGGEDV4FSGK3450
8	McCool's Roadside Services LLC	OWN	HMES26144	CTR	2006	INTL	2HSCNAPR36C190023
9	McCool's Roadside Services LLC	OWN	HMES393047	CTL	2003	GRTDN	1GRAA80233K247867
10	McCool's Roadside Services LLC	OWN	HMES515279	RTL	2015	STGHT	1DW1A5328FB577779
11	McCool's Roadside Services LLC	OWN	HMES28241	CTR	2009	VOLVO	4V4MC9EG69N263620

Exhibit 4

The Davidson Protruck Inc. Settlement Agreement

Release and Settlement Agreement

This Release and Settlement Agreement ("Agreement") is made April 1, 2024 (the "Effective Date"), between Davidson Protruck Inc. having its principal place of business at 409 Beards Lane, Woodstock, Ontario N4S 7W3, Canada ("Davidson Protruck") and Yellow Corp, a Delaware corporation, having its principal place of business at 11500 Outlook Street, Suite 400, Overland Park, KS 66211 ("Yellow"), which may each individually be referred to as "Party" or together the "Parties".

WHEREAS, Releasing Party (defined below) allege Yellow owes unpaid towing, repair and/or storage fees; and

WHEREAS, Releasing Party and Yellow desire to settle the disputed claims.

NOW THEREFORE, in consideration of the mutual promises, covenants, undertakings, releases and agreements contained herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

1. Parties

1.1. The releasing parties to this Agreement include each of Davidson Protruck for itself, its parent corporation, their respective successors, heirs, assigns, agents, attorneys, representatives, insurers, any trustees or conservators appointed on its behalf, and all related business entities, their parent, subsidiary, affiliated and related companies, together with their respective past, present and future predecessors, successors, assigns, officers, directors, shareholders, agents, attorneys, employees, insurers, and their respective heirs and legal representatives (the "Releasing Party").

1.2. The party being released is Yellow Corp., its subsidiaries, and their respective successors, heirs, assigns, agents, attorneys, representatives, insurers, any trustees or conservators appointed on its behalf, and all related business entities, their parent, subsidiary, affiliated and related companies, together with their respective past, present and future predecessors, successors, assigns, officers, directors, shareholders, agents, attorneys, employees, insurers, and their respective heirs and legal representatives.

2. Subject Matter of this Agreement

This Agreement is based upon claims made by Releasing Parties for damages allegedly arising out of unpaid towing, repair and/or storage fees for Yellow's equipment currently held by Davidson Protruck (hereinafter referred to as the "Occurrence"). Such Yellow equipment consists of eight (8) semi tractor units with vin #: see exhibit A.

3. Release and Withdrawal of Claims

In consideration of the transaction set forth in Section 4 below, Releasing Parties hereby release and discharge any and all claims, actions and causes of action it has or may have against Yellow and its subsidiaries, respective affiliates, agents, servants, employees, successors or assigns, employees, arising from or out of the Occurrence even if not reasonably discoverable at the time of this Release and Settlement Agreement(including, but not limited to, the attached invoices: T 17316). To the extent Releasing Party has filed a proof of claim in Yellow's chapter 11 cases (styled under Case No. 23-11069 (CTG) (Bankr. D. Del. 2023)) with respect to claims subject to this Agreement, Releasing Party agrees to formally withdraw its proof of claim from Yellow's claims register within five (5) business days of remitting the Agreed Payment Amount (as defined below) from Yellow.

4. Consideration

This Agreement is made for and in consideration of the following transaction. Yellow shall transfer ownership of the semi tractor units in Davidson Protruck custody (see Exhibit A). Yellow shall transfer the title, lien free, to such units to Davidson Protruck within thirty (30) days of Davidson Protruck filing a Withdrawal Claim Form.

5. No Admission of Liability

Yellow and its subsidiaries, respective affiliates, agents, servants, employees, successors or assigns deny all liability and it is understood and agreed that this Agreement is a compromise of doubtful and disputed claims and that the payments made are not to be construed as an admission of liability on the part of the Yellow or as any admission as to the nature and extent of any damages allegedly sustained by Releasing Parties.

6. Liens and Subrogation Interest; Indemnity

Releasing Parties represents and warrants that there is no other person or entity who has any lien against or interest in the proceeds of this Agreement or who may claim through Releasing Parties in a derivative manner against Yellow for any cause arising from or related to the Occurrence, including without limitations, any customer, employer, insurer, attorney, lien holder, or other subrogated party. In any event, Releasing Parties agree to indemnify, defend, and hold harmless Yellow and its parent corporation, respective affiliates, agents, servants, employees, successors or assigns from any and liens against and interests in the proceeds of this settlement or derivative claims arising from or related to the Occurrence which any other person or entity might have, including but not limited to, any customer,

employer, insurer, attorney, lien holder, or other subrogated party. It is further understood and agreed that all claims, if any, for attorneys' liens are included herein.

7. **Other Related Claims and/or Suits Indemnity**

Releasing Parties agree to indemnify, defend, and hold harmless Yellow and its parent corporation, respective affiliates, agents, servants, employees, successors or assigns from any and all claims, demands, actions or causes of action that may hereafter be made or brought on behalf of Releasing Parties, through Releasing Parties, or the current or former title holders of the commodities in question and relating to or arising out of the Occurrence.

8. **Binding Effect**

This Agreement shall be binding on and inure to the benefit of the Parties hereto, their successors, heirs, assigns, agents, attorneys, representatives, insurers, any trustees or conservators appointed for or on behalf of the Parties hereto or their assets, and as to business entities, their parent, subsidiary, affiliated and related companies, together with their respective past, present and future predecessors, successors, assigns, officers, directors, shareholders, agents, attorneys, employees, insurers, and their respective heirs and legal representatives.

9. **Enforcement**

All remedies at law or in equity shall be available for the enforcement of this Agreement. This may be pled as a full bar to the enforcement of any claims arising from the Occurrence.

10. **Captions**

The captions used in this Agreement are for clarification and are meant to be an aid in interpreting it. To the extent they conflict with any substantive provisions of this Agreement, they are to be disregarded.

11. **Advice of Counsel**

Releasing Parties represent that no promises, inducements, or agreements not herein expressed have been made or offered and that this Agreement is not executed in reliance upon any statement or representation except as specifically set out herein. It is understood and agreed that the terms of this Agreement are contractual and not mere recitals.

12. **Warranty of Capacity to Execute Agreement**

Each person signing this Agreement warrants and represents that he or she has the authority to sign on behalf of himself or herself and of the person or entity he or she represents, and that this Agreement has been validly authorized and constitutes a legally binding and enforceable obligation.

13. **Governing Law**

This Agreement shall be construed and interpreted in accordance with the laws of the State of Kansas.

14. **Confidentiality**

Releasing Party agrees to hold in confidence and not disclose to any party the terms of this Agreement, including the existence thereof (the "Confidential Information"); *provided* that if any party seeks to compel the Releasing Party's disclosure of any or all of the Confidential Information, through judicial action or otherwise, or the Releasing Party intends to disclose any or all of the Confidential Information, the Releasing Party shall immediately provide Yellow with prompt written notice so that Yellow may seek an injunction, protective order or any other available remedy to prevent such disclosure; *provided, further*, that, if such remedy is not obtained, the Releasing Party shall furnish only such information as the Releasing Party is legally required to provide.

15. **Entire Agreement**

This Agreement contains the entire agreement between the Parties with regard to the matters set forth herein and supersedes all prior agreements or understandings between the Parties. This Agreement cannot be modified in any respect in the future except in a writing signed by the Parties.

16. **Severability**

It is expressly understood to be the intent of the Parties that the terms and provisions of this Agreement are severable and if, at any time in the future, or for any reason, any term or provision in this Agreement is declared unenforceable, void, voidable, or otherwise invalid, the remaining terms and provisions shall remain valid and enforceable as written.

17. **Counterparts**

This Agreement may be signed in counterparts by the Parties and shall be valid and binding on each Party as if fully executed all on one copy. Facsimile signatures shall be acceptable to bind the Parties hereto.

BEFORE SIGNING BELOW, THE UNDERSIGNED DECLARES THAT HE OR SHE IS COMPETENT TO EXECUTE THIS RELEASE AND SETTLEMENT AGREEMENT, THAT HE OR SHE HAS READ AND FULLY UNDERSTANDS IT, AND THAT HE OR SHE VOLUNTARILY EXECUTES IT WITH FULL KNOWLEDGE OF ITS CONTENTS AND MEANING FOR THE PURPOSE OF OBTAINING THE ABOVE-STATED PAYMENT.

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[Signatures to follow on next page]

Davidson Protruck Inc.

Signature: _____

Printed Name: Matthew Davidson

Title: President

Date: 04/17/2024

Yellow Corp.

Signature: _____

Printed Name: JAMES S. UPTON

Title: SR. FINANCIAL ANALYST

Date: 4/12/24

Exhibit A:

Count	UNIT	YEAR	MAKE	VIN
1	REIM67203	2016	VOLVO	4V4M19EGXGN962767
2	REIM66100	2016	MACK	1M1AW32X3GM008725
3	REIM67247	2016	VOLVO	4V4M19EGXGN962834
4	REIM66105	2016	VOLVO	4V4M19EG1GN944822
5	REIM66101	2016	MACK	1M1AW32XXGM008723
6	REIM66107	2016	VOLVO	4V4M19EG9GN944812
7	REIM67246	2016	VOLVO	4V4M19EG3GN962786
8	REIM65115	2007	VOLVO	4V4M19GF47N451589

Exhibit 5

The Spartan On-Site Fleet Maintenance, Inc. Settlement Agreement

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Release and Settlement Agreement

This Release and Settlement Agreement ("Agreement") is made April 23, 2024 (the "Effective Date"), between Spartan On-Site Fleet Maintenance, Inc. having its principal place of business at 1619 N Plaza Dr, Visalia, CA 93291 ("Spartan On-Site") and Yellow Corp, a Delaware corporation, having its principal place of business at 11500 Outlook Street, Suite 400, Overland Park, KS 66211 ("Yellow"), which may each individually be referred to as "Party" or together the "Parties".

WHEREAS, Releasing Party (defined below) allege Yellow owes unpaid repair and/or storage fees; and

WHEREAS, Releasing Party and Yellow desire to settle the disputed claims.

NOW THEREFORE, in consideration of the mutual promises, covenants, undertakings, releases and agreements contained herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

1. Parties

1.1. The releasing parties to this Agreement include each of Spartan On-Site Fleet Maintenance, Inc, for itself, its parent corporation, their respective successors, heirs, assigns, agents, attorneys, representatives, insurers, any trustees or conservators appointed on its behalf, and all related business entities, their parent, subsidiary, affiliated and related companies, together with their respective past, present and future predecessors, successors, assigns, officers, directors, shareholders, agents, attorneys, employees, insurers, and their respective heirs and legal representatives (the "Releasing Party").

1.2. The party being released is Yellow, its subsidiaries, and their respective successors, heirs, assigns, agents, attorneys, representatives, insurers, any trustees or conservators appointed on its behalf, and all related business entities, their parent, subsidiary, affiliated and related companies, together with their respective past, present and future predecessors, successors, assigns, officers, directors, shareholders, agents, attorneys, employees, insurers, and their respective heirs and legal representatives.

2. Subject Matter of this Agreement

This Agreement is based upon claims made by Releasing Parties for damages allegedly arising out of unpaid repair and/or storage fees for Yellow's equipment currently held by Spartan On-Site Fleet Maintenance, Inc (hereinafter referred to as the "Occurrence"). Such Yellow equipment consists of two (2) semi-tractors with the following VINs: 4V4M19EG5HN962905, 3HSDGAPN7GN214609.

3. Release and Withdrawal of Claims

In consideration of the transaction set forth in Section 4 below, Releasing Parties hereby release and discharge any and all claims, actions and causes of action it has or may have against Yellow and its subsidiaries, respective affiliates, agents, servants, employees, successors or assigns, employees, arising from or out of the Occurrence even if not reasonably discoverable at the time of this Release and Settlement Agreement(including, but not limited to, the attached invoices. To the extent Releasing Party has filed a proof of claim in Yellow's chapter 11 cases (styled under Case No. 23-11069 (CTG) (Bankr. D. Del. 2023)) with respect to claims subject to this Agreement, Releasing Party agrees to formally withdraw its proof of claim from Yellow's claims register within five (5) business days of remitting the Agreed Payment Amount (as defined below) from Yellow.

4. Consideration

This Agreement is made for and in consideration of the following transaction. Spartan On-Site Fleet Maintenance, Inc shall release all claims against Yellow per Section 3. Yellow shall transfer ownership of the equipment (as described in Section 2 and in as-is condition) to Spartan On-Site Fleet Maintenance, Inc. Yellow shall use its best efforts to transfer the titles (lien free) to such equipment to Spartan On-Site Fleet Maintenance, Inc within thirty (30) days of agreement execution date, but in no instance longer than 60 days.

5. No Admission of Liability

Yellow and its subsidiaries, respective affiliates, agents, servants, employees, successors or assigns deny all liability and it is understood and agreed that this Agreement is a compromise of doubtful and disputed claims and that the payments made are not to be construed as an admission of liability on the part of the Yellow or as any admission as to the nature and extent of any damages allegedly sustained by Releasing Parties.

6. Liens and Subrogation Interest; Indemnity

Releasing Parties represents and warrants that there is no other person or entity who has any lien against or interest in the proceeds of this Agreement or who may claim through Releasing Parties in a derivative manner against Yellow for any cause arising from or related to the Occurrence, including without limitations, any customer, employer, insurer, attorney, lien holder, or other subrogated party. In any event, Releasing Parties agree to indemnify, defend, and hold harmless Yellow and its parent corporation, respective affiliates, agents, servants, employees, successors or assigns from any and liens against and interests in the proceeds of this settlement or derivative claims arising from or related to the Occurrence which any other person or entity might have, including but not limited to, any customer,

employer, insurer, attorney, lien holder, or other subrogated party. It is further understood and agreed that all claims, if any, for attorneys' liens are included herein.

7. Other Related Claims and/or Suits Indemnity

Releasing Parties agree to indemnify, defend, and hold harmless Yellow and its parent corporation, respective affiliates, agents, servants, employees, successors or assigns from any and all claims, demands, actions or causes of action that may hereafter be made or brought on behalf of Releasing Parties, through Releasing Parties, or the current or former title holders of the commodities in question and relating to or arising out of the Occurrence.

8. Binding Effect

This Agreement shall be binding on and inure to the benefit of the Parties hereto, their successors, heirs, assigns, agents, attorneys, representatives, insurers, any trustees or conservators appointed for or on behalf of the Parties hereto or their assets, and as to business entities, their parent, subsidiary, affiliated and related companies, together with their respective past, present and future predecessors, successors, assigns, officers, directors, shareholders, agents, attorneys, employees, insurers, and their respective heirs and legal representatives.

9. Enforcement

All remedies at law or in equity shall be available for the enforcement of this Agreement. This may be pled as a full bar to the enforcement of any claims arising from the Occurrence.

10. Captions

The captions used in this Agreement are for clarification and are meant to be an aid in interpreting it. To the extent they conflict with any substantive provisions of this Agreement, they are to be disregarded.

11. Advice of Counsel

Releasing Parties represent that no promises, inducements, or agreements not herein expressed have been made or offered and that this Agreement is not executed in reliance upon any statement or representation except as specifically set out herein. It is understood and agreed that the terms of this Agreement are contractual and not mere recitals.

12. Warranty of Capacity to Execute Agreement

Each person signing this Agreement warrants and represents that he or she has the authority to sign on behalf of himself or herself and of the person or entity he or she represents, and that this Agreement has been validly authorized and constitutes a legally binding and enforceable obligation.

13. Governing Law

This Agreement shall be construed and interpreted in accordance with the laws of the State of Kansas.

14. Confidentiality

Releasing Party agrees to hold in confidence and not disclose to any party the terms of this Agreement, including the existence thereof (the "Confidential Information"); *provided* that if any party seeks to compel the Releasing Party's disclosure of any or all of the Confidential Information, through judicial action or otherwise, or the Releasing Party intends to disclose any or all of the Confidential Information, the Releasing Party shall immediately provide Yellow with prompt written notice so that Yellow may seek an injunction, protective order or any other available remedy to prevent such disclosure; *provided, further*, that, if such remedy is not obtained, the Releasing Party shall furnish only such information as the Releasing Party is legally required to provide.

15. Entire Agreement

This Agreement contains the entire agreement between the Parties with regard to the matters set forth herein and supersedes all prior agreements or understandings between the Parties. This Agreement cannot be modified in any respect in the future except in a writing signed by the Parties.

16. Severability

It is expressly understood to be the intent of the Parties that the terms and provisions of this Agreement are severable and if, at any time in the future, or for any reason, any term or provision in this Agreement is declared unenforceable, void, voidable, or otherwise invalid, the remaining terms and provisions shall remain valid and enforceable as written.

17. Counterparts

This Agreement may be signed in counterparts by the Parties and shall be valid and binding on each Party as if fully executed all on one copy. Facsimile signatures shall be acceptable to bind the Parties hereto.

BEFORE SIGNING BELOW, THE UNDERSIGNED DECLARES THAT HE OR SHE IS COMPETENT TO EXECUTE THIS RELEASE AND SETTLEMENT AGREEMENT, THAT HE OR SHE HAS READ AND FULLY UNDERSTANDS IT, AND THAT HE OR SHE VOLUNTARILY EXECUTES IT WITH FULL KNOWLEDGE OF ITS CONTENTS AND MEANING FOR THE PURPOSE OF OBTAINING THE ABOVE-STATED PAYMENT.

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Spartan On-Site Fleet Maintenance, Inc

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Yellow Corp.

Signature: Theresa Coillot

Printed Name: Theresa Coillot

Title: Fleet Compliance

Date: 4/29/24

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Exhibit A:

Exhibit 6

The Gary's Garage & Transport LLC Settlement Agreement

Release and Settlement Agreement

This Release and Settlement Agreement ("Agreement") is made April 23, 2024 (the "Effective Date"), between Gary's Garage & Transport LLC having its principal place of business at 8A Apollo Drive, Albany, NY 12205 ("Gary's Garage") and Yellow Corp, a Delaware corporation, having its principal place of business at 11500 Outlook Street, Suite 400, Overland Park, KS 66211 ("Yellow"), which may each individually be referred to as "Party" or together the "Parties".

WHEREAS, Releasing Party (defined below) allege Yellow owes unpaid repair and/or storage fees; and

WHEREAS, Releasing Party and Yellow desire to settle the disputed claims.

NOW THEREFORE, in consideration of the mutual promises, covenants, undertakings, releases and agreements contained herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

1. Parties

1.1. The releasing parties to this Agreement include each of Gary's Garage & Transport LLC, for itself, its parent corporation, their respective successors, heirs, assigns, agents, attorneys, representatives, insurers, any trustees or conservators appointed on its behalf, and all related business entities, their parent, subsidiary, affiliated and related companies, together with their respective past, present and future predecessors, successors, assigns, officers, directors, shareholders, agents, attorneys, employees, insurers, and their respective heirs and legal representatives (the "Releasing Party").

1.2. The party being released is Yellow, its subsidiaries, and their respective successors, heirs, assigns, agents, attorneys, representatives, insurers, any trustees or conservators appointed on its behalf, and all related business entities, their parent, subsidiary, affiliated and related companies, together with their respective past, present and future predecessors, successors, assigns, officers, directors, shareholders, agents, attorneys, employees, insurers, and their respective heirs and legal representatives.

2. Subject Matter of this Agreement

This Agreement is based upon claims made by Releasing Parties for damages allegedly arising out of unpaid repair and/or storage fees for Yellow's equipment currently held by Gary's Garage & Transport LLC (hereinafter referred to as the "Occurrence"). Such Yellow equipment consists of four (4) semi-trailers with the following VINs: 1GRAA96277D424122, 3H3V532C5GT673009, 1JJV281W66L965350, 1GRAP06239T553686.

3. Release and Withdrawal of Claims

In consideration of the transaction set forth in Section 4 below, Releasing Parties hereby release and discharge any and all claims, actions and causes of action it has or may have against Yellow and its subsidiaries, respective affiliates, agents, servants, employees, successors or assigns, employees, arising from or out of the Occurrence even if not reasonably discoverable at the time of this Release and Settlement Agreement(including, but not limited to, the attached invoices. To the extent Releasing Party has filed a proof of claim in Yellow's chapter 11 cases (styled under Case No. 23-11069 (CTG) (Bankr. D. Del. 2023)) with respect to claims subject to this Agreement, Releasing Party agrees to formally withdraw its proof of claim from Yellow's claims register within five (5) business days of remitting the Agreed Payment Amount (as defined below) from Yellow.

4. Consideration

This Agreement is made for and in consideration of the following transaction. Gary's Garage & Transport LLC shall release all claims against Yellow per Section 3. Yellow shall transfer ownership of the equipment (as described in Section 2 and in as-is condition) to Gary's Garage & Transport LLC. Yellow shall use its best efforts to transfer the titles (lien free) to such equipment to Gary's Garage & Transport LLC within thirty (30) days of agreement execution date, but in no instance longer than 60 days.

5. No Admission of Liability

Yellow and its subsidiaries, respective affiliates, agents, servants, employees, successors or assigns deny all liability and it is understood and agreed that this Agreement is a compromise of doubtful and disputed claims and that the payments made are not to be construed as an admission of liability on the part of the Yellow or as any admission as to the nature and extent of any damages allegedly sustained by Releasing Parties.

6. Liens and Subrogation Interest; Indemnity

Releasing Parties represents and warrants that there is no other person or entity who has any lien against or interest in the proceeds of this Agreement or who may claim through Releasing Parties in a derivative manner against Yellow for any cause arising from or related to the Occurrence, including without limitations, any customer, employer, insurer, attorney, lien holder, or other subrogated party. In any event, Releasing Parties agree to indemnify, defend, and hold harmless Yellow and its parent corporation, respective affiliates, agents, servants, employees, successors or assigns from any and liens against and interests in the proceeds of this settlement or derivative claims

arising from or related to the Occurrence which any other person or entity might have, including but not limited to, any customer, employer, insurer, attorney, lien holder, or other subrogated party. It is further understood and agreed that all claims, if any, for attorneys' liens are included herein.

7. Other Related Claims and/or Suits Indemnity

Releasing Parties agree to indemnify, defend, and hold harmless Yellow and its parent corporation, respective affiliates, agents, servants, employees, successors or assigns from any and all claims, demands, actions or causes of action that may hereafter be made or brought on behalf of Releasing Parties, through Releasing Parties, or the current or former title holders of the commodities in question and relating to or arising out of the Occurrence.

8. Binding Effect

This Agreement shall be binding on and inure to the benefit of the Parties hereto, their successors, heirs, assigns, agents, attorneys, representatives, insurers, any trustees or conservators appointed for or on behalf of the Parties hereto or their assets, and as to business entities, their parent, subsidiary, affiliated and related companies, together with their respective past, present and future predecessors, successors, assigns, officers, directors, shareholders, agents, attorneys, employees, insurers, and their respective heirs and legal representatives.

9. Enforcement

All remedies at law or in equity shall be available for the enforcement of this Agreement. This may be pled as a full bar to the enforcement of any claims arising from the Occurrence.

10. Captions

The captions used in this Agreement are for clarification and are meant to be an aid in interpreting it. To the extent they conflict with any substantive provisions of this Agreement, they are to be disregarded.

11. Advice of Counsel

Releasing Parties represent that no promises, inducements, or agreements not herein expressed have been made or offered and that this Agreement is not executed in reliance upon any statement or representation except as specifically set out herein. It is understood and agreed that the terms of this Agreement are contractual and not mere recitals.

12. Warranty of Capacity to Execute Agreement

Each person signing this Agreement warrants and represents that he or she has the authority to sign on behalf of himself or herself and of the person or entity he or she represents, and that this Agreement has been validly authorized and constitutes a legally binding and enforceable obligation.

13. Governing Law

This Agreement shall be construed and interpreted in accordance with the laws of the State of Kansas.

14. Confidentiality

Releasing Party agrees to hold in confidence and not disclose to any party the terms of this Agreement, including the existence thereof (the "Confidential Information"); *provided* that if any party seeks to compel the Releasing Party's disclosure of any or all of the Confidential Information, through judicial action or otherwise, or the Releasing Party intends to disclose any or all of the Confidential Information, the Releasing Party shall immediately provide Yellow with prompt written notice so that Yellow may seek an injunction, protective order or any other available remedy to prevent such disclosure; *provided, further*, that, if such remedy is not obtained, the Releasing Party shall furnish only such information as the Releasing Party is legally required to provide.

15. Entire Agreement

This Agreement contains the entire agreement between the Parties with regard to the matters set forth herein and supersedes all prior agreements or understandings between the Parties. This Agreement cannot be modified in any respect in the future except in a writing signed by the Parties.

16. Severability

It is expressly understood to be the intent of the Parties that the terms and provisions of this Agreement are severable and if, at any time in the future, or for any reason, any term or provision in this Agreement is declared unenforceable, void, voidable, or otherwise invalid, the remaining terms and provisions shall remain valid and enforceable as written.

17. Counterparts

This Agreement may be signed in counterparts by the Parties and shall be valid and binding on each Party as if fully executed all on one copy. Facsimile signatures shall be acceptable to bind the Parties hereto.

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BEFORE SIGNING BELOW, THE UNDERSIGNED DECLARES THAT HE OR SHE IS COMPETENT TO EXECUTE THIS RELEASE AND SETTLEMENT AGREEMENT, THAT HE OR SHE HAS READ AND FULLY UNDERSTANDS IT, AND THAT HE OR SHE VOLUNTARILY EXECUTES IT WITH FULL KNOWLEDGE OF ITS CONTENTS AND MEANING FOR THE PURPOSE OF OBTAINING THE ABOVE-STATED PAYMENT.

Gary's Garage & Transport LLC

Signature: _____

Printed Name: MICK HORWITZ

Title: PRESIDENT

Date: 5/9/24

Yellow Corp.

Signature: Theresa Coillot

Printed Name: Theresa Coillot

Title: Fleet Compliance

Date: 4/30/24

Exhibit A:

Count	UNIT	Invoice #	Invoice Amount	TYPE	YEAR	MAKE	VIN
1	HMES507031	176138	12150	RTL	2007	GRTDN	1GRAA96277D424122
2	NPME516309	176138	12150	RTL	2016	HYUND	3H3V532C5GT673009
3	RDWY261143	176138	12150	RTL	2006	WABSH	1JJV281W66L965350
4	RDWY390169	176138	12150	RTL	2009	GRTDN	1GRAP06239T553686

Exhibit 7

The Temple Towing Inc. Settlement Agreement

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Release and Settlement Agreement

This Release and Settlement Agreement ("Agreement") is made May 7, 2024 (the "Effective Date"), between Temple Towing Inc having its principal place of business at 3815 SHALLOW FORD WEST ROAS, TEMPLE, TX 76502 ("Temple Towing") and Yellow Corp, a Delaware corporation, having its principal place of business at 11500 Outlook Street, Suite 400, Overland Park, KS 66211 ("Yellow"), which may each individually be referred to as "Party" or together the "Parties".

WHEREAS, Releasing Party (defined below) allege Yellow owes unpaid towing, repair and/or storage fees; and

WHEREAS, Releasing Party and Yellow desire to settle the disputed claims.

NOW THEREFORE, in consideration of the mutual promises, covenants, undertakings, releases and agreements contained herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

1. Parties

1.1. The releasing parties to this Agreement include each of Temple Towing, for itself, its parent corporation, their respective successors, heirs, assigns, agents, attorneys, representatives, insurers, any trustees or conservators appointed on its behalf, and all related business entities, their parent, subsidiary, affiliated and related companies, together with their respective past, present and future predecessors, successors, assigns, officers, directors, shareholders, agents, attorneys, employees, insurers, and their respective heirs and legal representatives (the "Releasing Party").

1.2. The party being released is Yellow, its subsidiaries, and their respective successors, heirs, assigns, agents, attorneys, representatives, insurers, any trustees or conservators appointed on its behalf, and all related business entities, their parent, subsidiary, affiliated and related companies, together with their respective past, present and future predecessors, successors, assigns, officers, directors, shareholders, agents, attorneys, employees, insurers, and their respective heirs and legal representatives.

2. Subject Matter of this Agreement

This Agreement is based upon claims made by Releasing Parties for damages allegedly arising out of unpaid towing, repair and/or storage fees for Yellow's equipment currently held by Temple Towing (hereinafter referred to as the "Occurrence"). Such Yellow equipment consists of two (2) semi-trailers and one (1) dolly with the following VINs: 5V8VC2816PM309512, 1JJD061X7NL305377, 1DW1A2811HB719620.

3. Release and Withdrawal of Claims

In consideration of the transaction set forth in Section 4 below, Releasing Parties hereby release and discharge any and all claims, actions and causes of action it has or may have against Yellow and its subsidiaries, respective affiliates, agents, servants, employees, successors or assigns, employees, arising from or out of the Occurrence even if not reasonably discoverable at the time of this Release and Settlement Agreement(including, but not limited to, the attached invoices. To the extent Releasing Party has filed a proof of claim in Yellow's chapter 11 cases (styled under Case No. 23-11069 (CTG) (Bankr. D. Del. 2023)) with respect to claims subject to this Agreement, Releasing Party agrees to formally withdraw its proof of claim from Yellow's claims register within five (5) business days from receiving titles.

4. Consideration

This Agreement is made for and in consideration of the following transaction. Temple Towing shall release all claims against Yellow per Section 3. Yellow shall transfer ownership of the equipment (as described in Section 2 and in as-is condition) to Temple Towing Yellow shall use its best efforts to transfer the titles (lien free) to such equipment to Temple Towing within thirty (30) days of agreement execution date, but in no instance longer than 60 days.

5. No Admission of Liability

Yellow and its subsidiaries, respective affiliates, agents, servants, employees, successors or assigns deny all liability and it is understood and agreed that this Agreement is a compromise of doubtful and disputed claims and that the payments made are not to be construed as an admission of liability on the part of the Yellow or as any admission as to the nature and extent of any damages allegedly sustained by Releasing Parties.

6. Liens and Subrogation Interest; Indemnity

Releasing Parties represents and warrants that there is no other person or entity who has any lien against or interest in the proceeds of this Agreement or who may claim through Releasing Parties in a derivative manner against Yellow for any cause arising from or related to the Occurrence, including without limitations, any customer, employer, insurer, attorney, lien holder, or other subrogated party. In any event, Releasing Parties agree to indemnify, defend, and hold harmless Yellow and its parent corporation, respective affiliates, agents, servants, employees, successors or assigns from any and liens against and interests in the proceeds of this settlement or derivative claims arising from or related to the Occurrence which any other person or entity might have, including but not limited to, any customer,

employer, insurer, attorney, lien holder, or other subrogated party. It is further understood and agreed that all claims, if any, for attorneys' liens are included herein.

7. **Other Related Claims and/or Suits Indemnity**

Releasing Parties agree to indemnify, defend, and hold harmless Yellow and its parent corporation, respective affiliates, agents, servants, employees, successors or assigns from any and all claims, demands, actions or causes of action that may hereafter be made or brought on behalf of Releasing Parties, through Releasing Parties, or the current or former title holders of the commodities in question and relating to or arising out of the Occurrence.

8. **Binding Effect**

This Agreement shall be binding on and inure to the benefit of the Parties hereto, their successors, heirs, assigns, agents, attorneys, representatives, insurers, any trustees or conservators appointed for or on behalf of the Parties hereto or their assets, and as to business entities, their parent, subsidiary, affiliated and related companies, together with their respective past, present and future predecessors, successors, assigns, officers, directors, shareholders, agents, attorneys, employees, insurers, and their respective heirs and legal representatives.

9. **Enforcement**

All remedies at law or in equity shall be available for the enforcement of this Agreement. This may be pled as a full bar to the enforcement of any claims arising from the Occurrence.

10. **Captions**

The captions used in this Agreement are for clarification and are meant to be an aid in interpreting it. To the extent they conflict with any substantive provisions of this Agreement, they are to be disregarded.

11. **Advice of Counsel**

Releasing Parties represent that no promises, inducements, or agreements not herein expressed have been made or offered and that this Agreement is not executed in reliance upon any statement or representation except as specifically set out herein. It is understood and agreed that the terms of this Agreement are contractual and not mere recitals.

12. **Warranty of Capacity to Execute Agreement**

Each person signing this Agreement warrants and represents that he or she has the authority to sign on behalf of himself or herself and of the person or entity he or she represents, and that this Agreement has been validly authorized and constitutes a legally binding and enforceable obligation.

13. **Governing Law**

This Agreement shall be construed and interpreted in accordance with the laws of the State of Kansas.

14. **Confidentiality**

Releasing Party agrees to hold in confidence and not disclose to any party the terms of this Agreement, including the existence thereof (the "Confidential Information"); *provided* that if any party seeks to compel the Releasing Party's disclosure of any or all of the Confidential Information, through judicial action or otherwise, or the Releasing Party intends to disclose any or all of the Confidential Information, the Releasing Party shall immediately provide Yellow with prompt written notice so that Yellow may seek an injunction, protective order or any other available remedy to prevent such disclosure; *provided, further*, that, if such remedy is not obtained, the Releasing Party shall furnish only such information as the Releasing Party is legally required to provide.

15. **Entire Agreement**

This Agreement contains the entire agreement between the Parties with regard to the matters set forth herein and supersedes all prior agreements or understandings between the Parties. This Agreement cannot be modified in any respect in the future except in a writing signed by the Parties.

16. **Severability**

It is expressly understood to be the intent of the Parties that the terms and provisions of this Agreement are severable and if, at any time in the future, or for any reason, any term or provision in this Agreement is declared unenforceable, void, voidable, or otherwise invalid, the remaining terms and provisions shall remain valid and enforceable as written.

17. **Counterparts**

This Agreement may be signed in counterparts by the Parties and shall be valid and binding on each Party as if fully executed all on one copy. Facsimile signatures shall be acceptable to bind the Parties hereto.

BEFORE SIGNING BELOW, THE UNDERSIGNED DECLARES THAT HE OR SHE IS COMPETENT TO EXECUTE THIS RELEASE AND SETTLEMENT AGREEMENT, THAT HE OR SHE HAS READ AND FULLY UNDERSTANDS IT, AND THAT HE OR SHE VOLUNTARILY EXECUTES IT WITH FULL KNOWLEDGE OF ITS CONTENTS AND MEANING FOR THE PURPOSE OF OBTAINING THE ABOVE-STATED PAYMENT.

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Temple Towing

Signature: Bruce L. Winkler

Printed Name: Bruce L. Winkler

Title: President

Date: 5/10/24

Yellow Corp.

Signature: Theresa Caillet

Printed Name: Theresa Caillet

Title: Fleet Compliance

Date: 5/8/24

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
YELLOW CORPORATION, *et al.*,[1]	)	Case No. 23-11069 (CTG)
Debtors.	)	(Jointly Administered)

DECLARATION OF BRIAN WHITTMAN
IN SUPPORT OF ENTRY OF ORDER (I) APPROVING THE SETTLEMENT AGREEMENTS BY AND AMONG THE DEBTORS AND CERTAIN POSSESSORY LIENHOLDERS AND (II) GRANTING RELATED RELIEF

I, Brian Whittman, hereby declare under penalty of perjury as follows:

1. I am a Managing Director at Alvarez & Marsal North America, LLC ("A&M"), a limited liability corporation, which has served as financial and restructuring advisor to the above-captioned debtors and debtors in possession (collectively, the "Debtors") prior to and throughout these chapter 11 cases. I have more than twenty-five years of experience serving as a financial advisor in distressed situations and providing restructuring and performance improvement services to corporations, various creditor classes, equity owners, and directors of financially distressed companies. For the past twenty-five years, I have advised companies requiring performance improvement or financial restructuring across a wide range of industries, including automotive, communications, distribution, manufacturing, media, mining, and retail. I have also led complex engagements for companies, secured lenders, and creditors, serving in both interim management and advisory roles. I am a Certified Insolvency and Restructuring Advisor and a Certified Public Accountant.

[1] A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at https://dm.epiq11.com/YellowCorporation. The location of Debtors' principal place of business and the Debtors' service address in these chapter 11 cases is: 11500 Outlook Street, Suite 400, Overland Park, Kansas 66211.

2. I have served as a Managing Director in A&M's Restructuring & Turnaround group since 2008 and as the group's co-head of the Midwest region since 2019. During my tenure at A&M, among other engagements, I served as interim chief financial officer of Horizon Global in 2018–19, chief restructuring officer of UCI International in 2016, and interim chief financial officer of PSAV, Inc. in 2014. In addition, my recent company-side restructuring engagements include, among others, Virgin Orbit Holdings, Fast Radius, Boy Scouts of America, and Paddock Enterprises. Prior to joining A&M in 2002, I spent seven years working as a director in the restructuring practice at a "Big Five" accounting firm.

3. A&M's practice consists of senior financial, management consulting, accounting, and other professionals who specialize in providing financial, business, and strategic assistance, typically in distressed business and restructuring settings and situations. A&M serves distressed companies, debtors, secured and unsecured creditors, equity holders, and other parties in both in-court and out-of-court restructuring engagements. A&M has been managing the Debtors' liquidity, forecasting, and budgeting, as well as generally assisting in financial planning and analysis, which includes developing cash flow forecasts.

4. I submit this declaration (this "Declaration") in support of the *Motion of the Debtors for Entry of an Order (I) Approving the Settlement Agreements By and Among the Debtors and Certain Possessory Lienholders and (II) Granting Related Relief* filed substantially contemporaneously herewith (the "Settlement Motion") for the reasons set forth below.[2]

5. Except as otherwise indicated herein, all facts set forth in this Declaration are based upon my personal knowledge of the Debtors' employees, operations, and finances, information

[2] Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Settlement Motion as applicable.

learned from my review of relevant documents, information supplied to me by other members of the Debtors' management and their advisors (including A&M employees working under my supervision), or my opinion based upon my experience, knowledge, and information concerning the Debtors' operations, financial affairs, and restructuring and liquidity-management initiatives. I am over the age of eighteen and am authorized to submit this Declaration on behalf of the Debtors. If called upon to testify, I could and would testify competently to the facts set forth in this Declaration.

Approval of the Settlement Agreements is in the Best Interests of the Debtors' Estates

6. In the ordinary course of the Debtors' business, the Debtors routinely relied on the services of Possessory Lienholders for the operation and maintenance of its Rolling Stock Assets. Upon the filing of these chapter 11 cases, certain Rolling Stock Assets were in the possession of certain Possessory Lienholders who held a variety Possessory Liens on the Debtors' Rolling Stock Assets for prepetition amounts due and owing for services provided on such Rolling Stock Assets. As illustrated by **Exhibit A** attached hereto, fifty-five Lienholder Rolling Stock Assets have been held captive by seven Possessory Lienholders.

7. My team at A&M conducted a comprehensive analysis of the Lienholder Rolling Stock Assets. First, we identified the likely value of these assets based on an analysis of the results of the Rolling Stock Asset sales to date. We held discussions with the Agent regarding recent Rolling Stock Asset recoveries to estimate the approximate values the Lienholder Rolling Stock Assets would yield at auction. As confirmed in the declaration of Jim Burke filed alongside this one, the approximate values received in recent auctions for similar assets to the Lienholder Rolling Stock Assets provides a good proxy for what the Lienholder Rolling Stock Assets would fetch in a near-term auction. These estimates, moreover, did not include any requisite commissions owing to the Agent or the potential additional costs to complete repairs to get the Lienholder Rolling

Stock Assets in sellable condition, given that certain Possessory Lienholders have not yet confirmed that the repairs and maintenance required to bring such Lienholder Rolling Stock Assets into working order have been completed.

8. Second, we estimated the value of the claims that each of the Possessory Lienholders hold against the Lienholder Rolling Stock Assets that the Debtors would need to satisfy to release such assets for sale. We estimated the claims based on all known prepetition and postpetition amounts owed to the Possessory Lienholders, including estimated unliquidated, unbilled amounts. Furthermore, the Debtors would incur additional, unestimated costs needed to both bring the Lienholder Rolling Stock Assets to working order and to transport back to either the Debtors' premises or the Agents' facilities for sale.

9. Given that these costs significantly exceed the value of the Lienholder Rolling Stock Assets, the Debtors engaged in good faith, arms' length negotiations with the Possessory Lienholders to resolve the Possessory Liens by transferring title of the Lienholder Rolling Stock Assets to the applicable Possessory Lienholders. As a result of this negotiation process, the Debtors entered into the Settlement Agreements. The Settlement Agreements result in a waiver or reduction of the known claims held by the Possessory Lienholders against the Debtors' estates in the aggregate amount of approximately $679,320 in exchange for surrendering title to the equipment. I believe entry into the Settlement Agreements maximizes the value of the Debtors' estates for the benefit of all stakeholders.

10. In addition, it is my understanding that the Lienholder Rolling Stock Assets have been held captive at the Possessory Lienholder locations prior to the Petition Date, so such assets have not been used in the Debtors' operations during these chapter 11 cases. Furthermore, I understand that, pursuant to the Agency Agreement, the Agent does not have an obligation to

locate and release any Rolling Stock Assets held captive at third party locations. I also understand that the Lienholder Rolling Stock Assets have not been used in marketing materials by the Agent nor the Debtors. Therefore, I believe that the Lienholder Rolling Stock Assets have provided no benefit to the administration of the Debtors' estates during the pendency of these chapter 11 cases.

11. For the reasons set forth above, I respectfully submit that the Court should grant the relief proposed in the Settlement Motion so that the Debtors may enter into the Settlement Agreements with each respective Possessory Lienholder. I believe that the Settlement Agreements are fair and reasonable and are a sound exercise of the Debtors' business judgment. I believe it is in the best interests of the Debtors to transfer title of the Lienholder Rolling Stock Assets to each applicable Possessory Lienholder because the Lienholder Rolling Stock Assets provide no value to the administration of the Debtors' estates, and it would be value-destructive for the Debtors to expend any further estate resources to retrieve the Lienholder Rolling Stock Assets.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing statements are true and correct to the best of my knowledge, information, and belief.

Dated: May 13, 2024

/s/ Brian Whittman
Brian Whittman
Managing Director
Alvarez & Marsal, LLC

Exhibit A

Lienholder Rolling Stock Assets Schedule

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Vendors	Number of Units	Estimated Claim[1]	Est. Claim Reduction	Description of Settlement
Transport Repair Service	15	108,942	108,942	Release of titles in exchange for waiver of claim related to these units
Accu Trailer & Truck Repair	12	153,960	68,604	Release of titles in exchange for waiver of post-filing claims
McCool's Roadside Services LLC	11	316,600	287,100	Release of titles in exchange for partial waiver of claims
Davidson Protruck	8	102,814	102,814	Release of titles in exchange for waiver of all claims
Gary's Garage	4	48,600	48,600	Release of titles in exchange for waiver of all claims
Temple Towing	3	37,761	37,761	Release of titles in exchange for waiver of all claims
Spartan 'On-Site' Fleet Maintenance	2	25,499	25,499	Release of titles in exchange for waiver of all claims
Total	**55**	**794,176**	**679,320**	

Notes:
1. Estimated Claim includes known prepetition repairs, prepetition storage, post petition storage, and post petition tow costs; amounts may not match claims filed by the vendors to date due to additional storage costs or costs for unrelated services provided.

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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
YELLOW CORPORATION, *et al.*,[1]	)	Case No. 23-11069 (CTG)
Debtors.	)	(Jointly Administered)

DECLARATION OF JIM BURKE
IN SUPPORT OF ENTRY OF ORDER (I) APPROVING THE SETTLEMENT AGREEMENTS BY AND AMONG THE DEBTORS AND CERTAIN POSSESSORY LIENHOLDERS AND (II) GRANTING RELATED RELIEF

The undersigned declares under penalty of perjury:

1. I, Jim Burke, am the Executive Vice President of Nations Capital, LLC ("NCI"). I have over fifteen years of experience selling commercial, industrial and rolling stock assets and have organized and overseen liquidations and appraisals of such assets totaling billions of dollars.

2. I submit this declaration (this "Declaration") in support of the *Motion of the Debtors for Entry of an Order (I) Approving the Settlement Agreements By and Among the Debtors and Certain Possessory Lienholders and (II) Granting Related Relief* (the "Settlement Motion") for the reasons set forth below.[2]

3. Except as otherwise indicated in this Declaration, all facts set forth in this Declaration are based upon my personal knowledge of the Debtors' Rolling Stock Asset auctions and other sales, information learned from my review of relevant documents, or information

[1] A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at https://dm.epiq11.com/YellowCorporation. The location of Debtors' principal place of business and the Debtors' service address in these chapter 11 cases is: 11500 Outlook Street, Suite 400, Overland Park, Kansas 66211.

[2] Capitalized terms used but not defined shall have the meanings given to them in the Settlement Motion as applicable.

supplied to me by other members of the Debtors' management and their advisors (including NCI employees working under my supervision). I am over the age of eighteen and am authorized to submit this Declaration on behalf of the Debtors. If called upon to testify, I could and would testify competently to the facts set forth in this Declaration.

Lienholder Rolling Stock Assets Subject to the Settlement Agreements

4. The Debtors are engaged in an active and ongoing marketing process among numerous potential transaction counterparties for the sale of the Debtors' extensive portfolio of assets, including a marketing and sale process conducted by NCI, North America Sales of Richie Bros. Auctioneers (America) Inc., IronPlanet, Inc., Ritchie Bros. Auctioneers (Canada) Ltd., and IronPlanet Canada Ltd. (collectively, the "Agent"), on the Debtors' behalf, for the Rolling Stock Assets. The Agent is serving as the Debtors' exclusive marketer, broker, and auctioneer for the Rolling Stock Assets. The Rolling Stock Assets comprise over sixty thousand truck tractors, trailers and related rolling stock assets and represent significant estate value.

5. I have assessed recent Rolling Stock Asset recoveries so that the Debtors' advisors may formulate sound strategies for the disposal of certain Rolling Stock Assets, such as the Lienholder Rolling Stock Assets. I have determined the recent recovery values of Rolling Stock Assets similar to the Lienholder Rolling Stock Assets by facilitating appraisals, private sales, and public auctions of an extensive portfolio of Rolling Stock Assets. Recent Rolling Stock Asset recoveries provide an accurate estimate, as of today, of the potential values that the Lienholder Rolling Stock Assets would yield at a near-term auction. Based on those recoveries, the proposals for which approval is sought in the Settlement Motion are sound and reasonable as of today.

6. For the reasons set forth above, I respectfully submit that the Court should grant the relief proposed in the Settlement Motion so that the Debtors may enter into the Settlement Agreements with each respective Possessory Lienholder.

Pursuant to 28 U.S.C. § 1746, each of the undersigned declares under penalty of perjury that the foregoing is true and correct.

Date: May 13, 2024

NATIONS CAPITAL, LLC

/s/ *Jim Burke*
By: Jim Burke
Title: Authorized Signatory

Court File No. CV-23-00704038-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C 36, AS AMENDED

AND IN THE MATTER OF YRC FREIGHT CANADA COMPANY, YRC LOGISTICS INC., USF HOLLAND INTERNATIONAL SALES CORPORATION AND 1105481 ONTARIO INC.

APPLICATION OF YELLOW CORPORATION UNDER SECTION 46 OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

Applicant

AFFIDAVIT OF MATTHEW A. DOHENY
(Sworn June 12, 2024)

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ONTARIO
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Applicant

AFFIDAVIT OF MATTHEW A. DOHENY
(Sworn June 12, 2024)

I, Matthew A. Doheny, of the Village of Alexandria Bay, in the State of New York, United States of America, **MAKE OATH AND SAY**:

I. INTRODUCTION AND OVERVIEW

1. I am the Chief Restructuring Officer of Yellow Corporation (the "**Yellow Parent**"). I was appointed as the Chief Restructuring Officer by the Board of Directors of the Yellow Parent (the "**Board**") on July 19, 2023. As Chief Restructuring Officer, I am familiar with the day-to-day operations, business and financial affairs, and books and records of YRC Freight Canada Company ("**YRC Freight Canada**"), YRC Logistics Inc. ("**YRC Logistics**"), USF Holland International Sales Corporation ("**USF**") and 1105481 Ontario Inc. ("**1105481**", and collectively with YRC Freight Canada, YRC Logistics and USF, the "**Canadian Debtors**"), and the other Debtors (as defined below). Prior to becoming the Chief Restructuring Officer, I was a member

of the Board beginning in 2011 and served as Chairman of the Board from 2019 until July 31, 2023, when I resigned from the Board. As such, I have knowledge of the matters deposed to herein, save where I have obtained information from others, including the Debtors' advisors, or public sources. Where I have obtained information from others or public sources I have stated the source of that information and believe it to be true. The Debtors do not waive or intend to waive any applicable privilege by any statement herein.

2. Capitalized terms used and not otherwise defined herein, unless otherwise indicated, have the meanings given to them in my affidavit sworn February 21, 2024 (the "**February Doheny Affidavit**"), including by way of cross-reference therein. A copy of the February Doheny Affidavit (without exhibits) is attached as Exhibit "A" hereto. Unless otherwise indicated, dollar amounts referenced in this affidavit are references to U.S. Dollars.

3. On August 6, 2023 (the "**Petition Date**"), the Yellow Parent and certain of its affiliates, including the Canadian Debtors (collectively, the "**Debtors**"), commenced cases (the "**Chapter 11 Cases**") in the United States Bankruptcy Court for the District of Delaware (the "**U.S. Bankruptcy Court**") by filing voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the "**U.S. Bankruptcy Code**"). The Chapter 11 Cases are being overseen by the Honourable Judge Craig T. Goldblatt.

4. On August 8, 2023, the Yellow Parent, in its capacity as the proposed foreign representative in respect of the Chapter 11 Cases, brought an application before the Ontario Superior Court of Justice (Commercial List) (the "**Court**") pursuant to Part IV of the *Companies' Creditors Arrangement Act*, R.S.C., 1985, c. C-36, as amended (the "**CCAA**") and section 106 of the *Courts of Justice Act*, RSO 1990, c C.43, and obtained an interim stay order, among other things, granting

a stay of proceedings in respect of the Canadian Debtors and the Yellow Parent, and their respective directors and officers, in Canada.

5. Following a hearing on August 9, 2023, in respect of the first day motions filed by the Debtors in the U.S. Bankruptcy Court, the U.S. Bankruptcy Court granted certain first day orders ("**First Day Orders**"), including an order appointing the Yellow Parent as the foreign representative in respect of the Chapter 11 Cases (the "**Foreign Representative**").

6. On August 29, 2023, the Yellow Parent, as the Foreign Representative, returned to this Court for recognition of the Chapter 11 Cases under Part IV of the CCAA and obtained:

(a) an Initial Recognition Order (Foreign Main Proceeding), among other things, recognizing the Chapter 11 Cases as a "foreign main proceeding" pursuant to section 45 of the CCAA; and

(b) a Supplemental Order (Foreign Main Proceeding), among other things, (i) ordering a stay of proceedings in respect of the Canadian Debtors and the Yellow Parent, and their respective directors and officers, in Canada, (ii) appointing Alvarez & Marsal Canada Inc. as the Information Officer, (iii) recognizing certain of the First Day Orders and certain other orders issued by the U.S. Bankruptcy Court, and (iv) granting the Administration Charge, the D&O Charge and the DIP Charge.

7. This affidavit is filed in support of a motion made by the Foreign Representative for an Order (the "**Sixth Supplemental Order**"), among other things, recognizing and enforcing in Canada:

(a) the *Order (I) Approving the Settlement Agreements By and Among the Debtors and Certain Possessory Lienholders and (II) Granting Related Relief* (the "**Lienholder Rolling Stock Settlement Order**"), a copy of which is attached as Exhibit "B" hereto; and

(b) subject to its entry by the U.S. Bankruptcy Court, the *Order Authorizing the Abandonment and Destruction of Certain Digital Records* (the "**Mailbox Destruction Order**" together, with the Lienholder Rolling Stock Settlement Order, the "**U.S. Orders**"), a draft form of which is attached as Exhibit "A" to the Mailbox Destruction Motion (as defined below), a copy of which is attached as Exhibit "C" hereto.

8. Each of the U.S. Orders is described further below in this affidavit. As discussed further below, the Debtors have recently adjourned the U.S. Bankruptcy Court hearing in respect of the Mailbox Destruction Order to June 28, 2024 to allow the Debtors time to work to address a limited objection and certain reservation of rights that have been filed. If the Mailbox Destruction Order is not granted in advance of the hearing of the Foreign Representative's motion for the Sixth Supplemental Order, the Foreign Representative will adjourn its request for recognition of the Mailbox Destruction Order to a later date. To the extent the Mailbox Destruction Order is granted by the U.S. Bankruptcy Court in advance of the hearing of the Foreign Representative's motion for the Sixth Supplemental Order, I understand that Goodmans LLP, Canadian counsel to the

Canadian Debtors, intends to file a copy of the entered Mailbox Destruction Order with the Court in advance of such hearing.

II. UPDATE ON CERTAIN MATTERS

A. General Overview

(i) Sale Matters

9. The Debtors commenced the Chapter 11 Cases and these CCAA recognition proceedings to facilitate an orderly wind-down of their operations and conduct an orderly and value-maximizing sale process for their portfolio of real estate and trucking assets.

10. In furtherance of the foregoing, the Debtors developed the bidding procedures (the "**Bidding Procedures**") pursuant to which the Debtors would seek bids for the sale or sales of substantially all of their assets. The Bidding Procedures, which provide for separate processes for the sale of the Debtors' Real Property Assets and Rolling Stock Assets, were approved by the U.S. Bankruptcy Court pursuant to the Bidding Procedures Order.[1] The Bidding Procedures Order was recognized by this Court pursuant to the Second Supplemental Order granted on September 29, 2023.

11. As described in the February Doheny Affidavit, the Debtors' sale efforts have been overwhelmingly successful. With respect to the marketing and sale of the Debtors' Real Property

[1] The Bidding Procedures Order is the *Order (I)(A) Approving Bidding Procedures for the Sale or Sales of the Debtors' Assets; (B) Scheduling Auctions and Approving the Form and Manner of Notice Thereof; (C) Approving Assumption and Assignment Procedures, (D) Scheduling Sale Hearings and Approving the Form and Manner of Notice Thereof; (II)(A) Approving the Sale of the Debtors' Assets Free and Clear of Liens, Claims, Interests and Encumbrances and (B) Approving the Assumption and Assignments of Executory Contracts and Unexpired Leases; and (III) Granting Related Relief* [Docket No. 575].

Assets, the U.S. Bankruptcy Court entered orders on December 12, 2023, January 12, 2024 and February 22, 2024 (collectively, the "**U.S. Sale Orders**") authorizing the Debtors to enter into certain asset purchase agreements in respect of their Real Property Assets (including Owned Properties and Leased Properties) and to consummate the transactions contemplated thereby.[2] Pursuant to the U.S. Sale Orders, the Debtors have to date monetized 128 Owned Properties for approximately $1.88 billion of proceeds, and 35 Leased Properties for approximately $85 million of proceeds. The Debtors have used certain of the proceeds generated by these sales to pay off all prepetition secured debt and all postpetition debtor-in-possession financing.

12. The Debtors have also spent significant time determining which remaining Leased Properties would bring value to the estates through assumption for later sale and assignment or other use. On February 26, 2024, the U.S. Bankruptcy Court granted the Lease Assumption Order, among other things, authorizing the Debtors to assume 29 unexpired leases (including 10 leases in respect of Canadian properties).[3] The Lease Assumption Order was recognized by this Court pursuant to the Fifth Supplemental Order granted on February 28, 2024.

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[2] See the (a) *Order (I) Approving Certain Asset Purchase Agreements; (II) Authorizing and Approving Sales of Certain Real Property Assets of the Debtors Free and Clear of Liens, Claims, Interests, and Encumbrances, in Each Case Pursuant to the Applicable Asset Purchase Agreement; (III) Approving the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases in Connection Therewith, in Each Case as Applicable Pursuant to the Applicable Asset Purchase Agreement; and (IV) Granting Related Relief* [Docket No. 1354] (the "**December 12 Sale Order**"), (b) *Order (I) Approving Certain Asset Purchase Agreements; (II) Authorizing and Approving Sales of Certain Real Property Assets of the Debtors Free and Clear of Liens, Claims, Interests, and Encumbrances, in Each Case Pursuant to the Applicable Asset Purchase Agreement; (III) Approving the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases in Connection Therewith, in Each Case as Applicable Pursuant to the Applicable Asset Purchase Agreement; and (IV) Granting Related Relief* [Docket No. 1735], and (c) *Order (I) Approving the Asset Purchase Agreement; (II) Authorizing and Approving the Sale of Certain Leased Properties of the Debtors Free and Clear of Liens, Claims, Interests, and Encumbrances Pursuant to the Asset Purchase Agreement; (III) Approving the Assumption and Assignment of Certain Unexpired Leases in Connection Therewith Pursuant to the Asset Purchase Agreement; and (IV) Granting Related Relief* [Docket No. 2346].

[3] The Lease Assumption Order is the *Order (A) Authorizing the Debtors to Assume Certain Unexpired Leases and (B) Granting Related Relief* [Docket No. 2385].

13. On April 19, 2024, the U.S. Bankruptcy Court entered a further order authorizing the Debtors to assume an additional 14 non-Canadian unexpired leases.[4]

14. The Debtors and their advisors continue to evaluate strategies and alternatives for their remaining owned and leased real properties. As of the date of this affidavit, the Debtors have remaining approximately 47 Owned Properties (including two Canadian Owned Properties, as discussed further below) and approximately 50 Leased Properties (including 10 Canadian Leased Properties, as discussed further below), with an additional 29 Leased Properties being subject to extensions of the deadline under section 365(d)(4) of the U.S. Bankruptcy Code for the Debtors to assume or reject such Leased Properties.

15. Regarding the Debtors' Rolling Stock Assets, as previously described in materials filed with the Court, the Debtors entered into an agreement (the "**Rolling Stock Agency Agreement**") with Nations Capital, LLC, Ritchie Bros. Auctioneers (America) Inc., IronPlanet, Inc., Ritchie Bros. (Canada) Ltd., and IronPlanet Canada Ltd. (collectively, the "**Rolling Stock Agent**") providing for the Rolling Stock Agent to act as the Debtors' exclusive marketer, broker, and auctioneer of the Rolling Stock Assets, and to provide certain other critical and related services. The U.S. Bankruptcy Court approved the Rolling Stock Agency Agreement pursuant to the Rolling Stock Sale Order, which was recognized by this Court pursuant to the Third Supplemental Order granted on November 8, 2023.[5]

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[4] See the *Order (A) Authorizing the Debtors to Assume Certain Unexpired Leases and (B) Granting Related Relief* [Docket No. 3086].

[5] The Rolling Stock Sale Order is the *Order (I) Approving Agency Agreement with Nations Capital, LLC, Ritchie Bros. Auctioneers (America) Inc., IronPlanet, Inc., Ritchie Bros. Auctioneers (Canada) Ltd. and IronPlanet Canada Ltd.*

16. The Debtors' efforts to market and sell the Debtors' Rolling Stock Assets pursuant to the Rolling Stock Sale Order are ongoing. The Rolling Stock Agent has held over 25 auctions to date, the majority of which relate to sales of U.S. Rolling Stock Assets.

(ii) Claims Process

17. On September 13, 2023, the U.S. Bankruptcy Court entered the Bar Date Order.[6] The Bar Date Order, among other things, approved the procedures and deadlines for the submission of claims against the Debtors (including the Canadian Debtors, who are also debtors in the Chapter 11 Cases) and the procedures for providing notice of the claims procedure to known and unknown creditors of the Debtors. The Bar Date Order was recognized by this Court pursuant to the Second Supplemental Order.

18. In total, approximately 13,540 proof of claims asserting over $10 billion in claims against the Debtors were filed. The Debtors continue to review and reconcile proofs of claim filed in accordance with the Bar Date Order.

19. Among the claims filed, there have been approximately 1,300 proofs of claim filed that relate to claims under the *Workers' Adjustment Notification Act* or its state level equivalents (collectively, "**WARN Act**"), as well as various claims filed by multiemployer pension plans (the "**MEPPs**") alleging withdrawal liability. The Debtors have objected to the claims of certain of the

Effective as of October 16, 2023; (II) Authorizing the Sale of Rolling Stock Assets Free and Clear of Liens, Claims, Interests and Encumbrances; and (III) Granting Related Relief [Docket No. 981].

[6] The Bar Date Order is the *Order (I) Setting Bar Dates for Filing Proofs of Claim, Including Requests for Payment Under Section 503(B)(9), (II) Establishing Amended Schedules Bar Date and Rejection Damages Bar Date, (III) Approving the Form of and Manner for Filing Proofs of Claim, Including Section 503(B)(9) Requests, and (IV) Approving Form and Manner of Notice Thereof* [Docket No. 521].

MEPPs and WARN Act claimants (the "**MEPP and WARN Litigation**"). If the Debtors prevail in the MEPP and WARN Litigation, the general unsecured claims pool will be reduced by up to approximately $8.0 billion in disallowed claims. The U.S. Bankruptcy Court has granted certain scheduling orders regarding the MEPP and WARN Litigation (the "**Scheduling Orders**"), which generally provide for the MEPP and WARN Litigation to continue through late 2024.[7]

20. In addition, the Debtors have also continued to review and reconcile the remainder of claims, which review will also inform potential recoveries in the Chapter 11 Cases. As of the date of this affidavit, the Debtors have filed fourteen omnibus objections to claims, which includes claims asserted against the Canadian Debtors, on the basis that certain claims are duplicative, asserted against the incorrect Debtor entity, or incorrectly asserted administrative priority, amongst other objectionable grounds. It is anticipated that additional objections to claims will be filed in the coming weeks and months.

(iii) Extension of Exclusivity Periods

21. Since the Petition Date, the Debtors have filed certain motions seeking to extend the exclusive periods during which only the Debtors may file a chapter 11 plan and solicit acceptances thereof. A copy of the Debtors most recently filed exclusivity motion (the "**Third Exclusivity Motion**") is attached as Exhibit "D" to this affidavit. The Third Exclusivity Motion requested an extension of the period during which the Debtors have the exclusive right to file a chapter 11 plan (the "**Filing Exclusivity Period**") through and including September 2, 2024, and the exclusive

[7] The Scheduling Orders consist of the (a) *Order Scheduling Certain Dates and Deadlines in Connection with the Debtors' Objections to Proofs of Claim Filed by the Pension Funds that Received Special Financial Assistance* [Docket No. 2195], (b) *Order Scheduling Certain Dates and Deadlines in Connection with the Debtors' Seventh Omnibus (Substantive) Objection to Proofs of Claim for Withdrawal Liability* [Docket No. 2961], and (c) *Scheduling Order* [Docket No. 3186].

period during which the Debtors have the exclusive right to solicit votes on any such chapter 11 plan (the "**Solicitation Exclusivity Period**" and, together with the Filing Exclusivity Period, the "**Exclusivity Periods**") through and including October 29, 2024, in each case without prejudice to the Debtors' right to seek further extensions to such Exclusivity Periods.

22. On May 28, 2024, the Official Committee of Unsecured Creditors (the "**UCC**") filed under seal an objection to the Third Exclusivity Motion (the "**UCC Objection**"), along with two declarations in support thereof (the "**UCC Declarations**"). On May 31, 2024, the UCC filed redacted versions of the UCC Objection and the UCC Declarations, copies of which are attached as Exhibit "E" hereto.

23. The Debtors filed the following in response to the UCC Objection:

(a) *Debtors' Motion for Leave to File a Late Reply in Further Support of Motion of Debtors for Entry of an Order (I) Extending the Debtors Exclusivity Periods to File a Chapter 11 Plan and Solicit Acceptances Thereof Pursuant to Section 1121 of the Bankruptcy Code and (II) Granting Related Relief*, which is attached as Exhibit "F" hereto and which at Exhibit "B" thereto includes the Debtors' reply in support of the Third Exclusivity Motion;[8] and

(b) *Declaration of Matthew A. Doheny, Chief Restructuring Officer of Yellow Corporation, in Support of Entry of Order (I) Extending the Debtors Exclusive*

[8] The Debtors' motion was granted by the U.S. Bankruptcy Court pursuant to the *Order Granting Debtors' Motion for Leave to File Late Reply in Further Support of Motion of Debtors for Entry of an Order (I) Extending the Debtors' Exclusive Periods to File a Chapter 11 Plan and Solicit Acceptances Thereof Pursuant to Section 1121 of the Bankruptcy Code and (II) Granting Related Relief* [Docket No. 3577].

Periods to File a Chapter 11 Plan and Solicit Acceptances Thereof Pursuant to Section 1121 of the Bankruptcy Code and (II) Granting Related Relief, a copy of which is attached as Exhibit "G" hereto.

24. In addition, an ad hoc group of equity holders of the Yellow Parent filed a statement in support of the Debtors' Third Exclusivity Motion, a copy of which is attached as Exhibit "H" hereto.

25. The U.S. Bankruptcy Court heard the Debtors' Third Exclusivity Motion on June 3, 2024. At the hearing, the UCC Objection was overruled by Judge Goldblatt, and the U.S. Bankruptcy Court granted the Third Exclusivity Motion and entered an order granting the requested extensions of the Plan Exclusivity Period through and including September 2, 2024, and the Solicitation Exclusivity Period through and including October 29, 2024, in each case without prejudice to the Debtors' right to seek further extensions.[9]

B. Canadian Sale Matters

(i) Canadian Owned Properties

26. The December 12 Sale Order, which was recognized by this Court pursuant to the Sale Recognition and Vesting Order granted on December 19, 2023, included two Canadian Owned Properties. As described in the February Doheny Affidavit, the RGH Transaction in respect of an Ontario property owned by YRC Freight Canada, was completed on January 23, 2024 for proceeds of approximately $2.97 million. Pursuant to the Sale Recognition and Vesting Order, the proceeds

[9] See the *Order (I) Extending the Debtors' Exclusive Periods to File a Chapter 11 Plan and Solicit Acceptances Thereof Pursuant to Section 1121 of the Bankruptcy Code, and (II) Granting Related Relief* [Docket No. 3590].

from the RGH Transaction form part of the Real Property Holdback Amount (as defined in the Sale Recognition and Vesting Order) and are currently held by the Information Officer in trust on behalf of the Debtors pending further Order of this Court.

27. The second Canadian transaction approved by the December 12 Sale Order and recognized by the Sale Recognition and Vesting Order is the Allstar Transaction in respect of a Quebec property also owned by YRC Freight Canada (the "**Quebec Property**"). As described in the February Doheny Affidavit, the Allstar Purchaser failed to honour its obligations to close the Allstar Transaction and on February 14, 2024, the Debtors sought and obtained the Order to Compel from the U.S. Bankruptcy Court on February 14, 2024, among other things, ordering the Allstar Purchaser to close the Allstar Transaction by no later than March 7, 2024.[10]

28. The Allstar Purchaser failed to complete the transaction despite the granting of the Order to Compel. Accordingly, the Debtors sought and obtained from the U.S. Bankruptcy Court the *Order Granting Motion (I) To Enforce Sale Order and Order to Compel; (II) to Sanction Allstar Investments Inc. for Contempt for Violating the Same; and (III) for Entry of an Order Requiring All Star to Close Transaction and to Pay All of the Costs and Expenses Incurred by the Debtors in Addressing this Matter* (the "**Contempt Order**"), a copy of which is attached as Exhibit "I" to this affidavit.[11] The Contempt Order, among other things, ordered the Allstar Purchaser to close the transaction immediately.

[10] The Order to Compel is the *Order Enforcing Sale Order and Compelling Specific Performance by All Star Investments Inc. Under the All Star Asset Purchase Agreement* [Docket No. 2194].

[11] For further background regarding the circumstances that led to the Debtors obtaining the Contempt Order from the U.S. Bankruptcy Court, see the *Motion (I) To Enforce Sale Order and Order to Compel; (II) To Sanction Allstar Investments Inc. for Contempt for Violating the Same; and (III) For Entry of an Order Requiring All Star to Close*

29. The Allstar Purchaser has continued to fail to close the transaction despite the extensive efforts of the Debtors and their advisors.

30. There was no back-up bidder for the Quebec Property, and the Debtors are evaluating next steps regarding the Quebec Property.

31. In addition to the Quebec Property, there is one additional remaining Canadian Owned Property, located at 285 Blair Street, Oshawa, Ontario, which the Debtors, with the assistance of their investment banker, Ducera Partners LLC, are continuing to market.

(ii) Canadian Leased Properties

32. As referenced above, pursuant to the Lease Assumption Order, the Debtors have assumed 10 unexpired leases in respect of Canadian Leased Properties. The Debtors continue to explore alternatives for such Leased Properties as part of overall efforts to maximize the value of the Debtors' lease portfolio for the benefit of all stakeholders.

33. Since the February Doheny Affidavit, the Debtors have rejected one of YRC Freight Canada's Leased Properties. The Debtors and Acheron Land Holdings, ULC and Crown Enterprises, LLC (collectively "**Crown Enterprises**") entered into certain joint stipulations in respect of the lease relating to the Leased Property at 6130 Netherhart Road, Mississauga, ON, Canada L5T 1B7 (the "**Mississauga Lease**") pursuant to which the Debtors and Crown Enterprises, among other things, agreed to extend the deadline under section 365(d)(4) of the U.S. Bankruptcy Code for the Debtors to assume or reject the Mississauga Lease. On April 18, 2024,

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Transaction and Pay All of the Costs and Expenses Incurred by the Debtors in Addressing This Matter [Docket No. 2627], a copy of which is attached as Exhibit "J" to this affidavit.

the Debtors filed their ninth rejection notice pursuant to the Omnibus Rejection Order, which provided for the rejection of the Mississauga Lease.[12]

34. Prior to the rejection of the Mississauga Lease, the Debtors had rejected three of YRC Freight Canada's Leased Properties pursuant to the Omnibus Rejection Order. Accordingly, four of YRC Freight Canada's Leased Properties have been rejected as of the date hereof.[13]

35. The Debtors' also filed on May 1, 2024, a tenth rejection notice pursuant to the Omnibus Rejection Order, in which the Debtors seek to reject a sublease agreement (the "**Mississauga Sublease Agreement**") between YRC Freight Canada and Transport Morneau Inc. ("**TMI**") under which TMI subleases from YRC Freight Canada certain property that YRC Freight Canada leases pursuant to the Mississauga Lease. TMI has filed responses to the ninth and tenth rejection notices objecting to the rejection of the Mississauga Sublease Agreement.

(iii) Canadian Rolling Stock Assets

36. The Debtors, with the assistance of the Rolling Stock Agent, have continued to advance efforts to remove Rolling Stock Assets from the Canadian Owned Properties and Leased Properties, and to prepare such assets for sale. The removal of Rolling Stock Assets from Canadian Owned Properties and Leased Properties is currently expected to be completed in the second half of 2024.

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[12] The Omnibus Rejection Order is the *Order (I) Authorizing (A) Rejection of Certain Executory Contracts and Unexpired Leases Effective as of Dates Specified Herein and (B) Abandonment of Certain Personal Property, if any, and (II) Granting Related Relief* [Docket No. 548]. The Omnibus Rejection Order was recognized by this Court pursuant to the Second Supplemental Order.

[13] In addition, one of the U.S. Debtors, YRC Inc., has exited one of its leased locations located in Ontario.

37. To date, the Rolling Stock Agent has completed sales of certain of the Canadian Rolling Stock Assets for approximately CA$364,000 of proceeds. Pursuant to the Third Supplemental Order, such proceeds form part of the Holdback Amount (as defined in the Third Supplemental Order) and have been retained by the Canadian Debtors in a Canadian bank account, pending further order of the Court in respect of such funds.

38. The Debtors have also made other efforts to dispose of certain Rolling Stock Assets by other means where the sale of such assets may not maximize value, and have worked to progress the wind-down their portfolio of Rolling Stock Assets. As described further below, the Debtors have obtained the Lienholder Rolling Stock Settlement Order providing for the transfer of title to the seven Possessory Lienholders of certain Lienholder Rolling Stock Assets determined by the Debtors to have no value to the Debtors pursuant to settlement agreements with such Possessory Lienholders, including the Davidson Protruck Settlement Agreement (as defined below) in respect of certain Canadian Rolling Stock Assets. The Debtors have also filed certain notices of abandonment pursuant to the De Minimis Assets Order,[14] which was recognized by this Court pursuant to the Second Supplemental Order. These notices relate to, among other assets, certain obsolete Canadian Rolling Stock Assets and certain Canadian Rolling Stock Assets being held at vendor locations. The Debtors conducted a comprehensive analysis and determined that the pre- and post-petition amounts owed to the vendors, plus additional costs needed to bring the subject assets into working condition and back to the Debtors' or the Rolling Stock Agent's premises, would significantly outweigh the estimated recovery at auction.

[14] The De Minimis Assets Order is the *Order Approving Procedures for De Minimis Asset Transactions and Abandonment of De Minimis Assets* [Docket No. 551].

C. Wind-Down of the Canadian Business

39. The Canadian Debtors have continued to work, along with their advisors, to wind-down their business operations. As referenced above, YRC Freight Canada has continued to work towards exiting its owned and leased real property premises, and will continue to work with the Company's advisors to maximize the value of its remaining Owned Properties and Leased Properties.

40. As discussed in prior affidavits filed in these proceedings, all of YRC Freight Canada's unionized employees were placed on lay-off prior to the Petition Date and all but approximately 65 non-unionized employees were terminated. Over the course of these proceedings, the employment of additional employees has been terminated as the Canadian Debtors have continued to wind-down their operations in Canada. At this time, approximately five employees continue to be employed to assist with further remaining wind-down efforts of the Canadian Debtors.

III. RECOGNITION OF THE U.S. ORDERS

41. Pursuant to the proposed Sixth Supplemental Order, the Foreign Representative seeks recognition by this Court of the Lienholder Rolling Stock Settlement Order and, if granted by the U.S. Bankruptcy Court, the Mailbox Destruction Order.

A. Lienholder Rolling Stock Settlement Order

42. In the ordinary course of business, the Debtors routinely relied on the services of third parties (the "**Possessory Lienholders**"), including providers of mechanic, towing, storage yard, and other similar services, for the operation and maintenance of their Rolling Stock Assets. When the Debtors commenced the Chapter 11 Cases and these CCAA recognition proceedings, certain

Rolling Stock Assets were in the possession of numerous Possessory Lienholders who held a variety of statutory, common law, or possessory liens (collectively, "**Possessory Liens**") on such Rolling Stock Assets for prepetition amounts due and owing for services provided on such Rolling Stock Assets.

43. The Debtors have used the relief granted to them by the U.S. Bankruptcy Court to pay certain prepetition claims related to the Possessory Liens where the Debtors believed, in an exercise of their business judgment, that the benefit to their estates from making such payments during their ongoing wind-down would exceed the costs to the estates.[15] As described in the *Declaration of Brian Whittman in Support of Entry of Order (I) Approving the Settlement Agreements by and Among the Debtors and Certain Possessory Lienholders and (II) Granting Related Relief* (the "**Whittman Declaration**"), a copy of which is enclosed within the Lienholder Rolling Stock Settlement Motion (as defined below) and attached as Exhibit "K" hereto, the Debtors, with the assistance of their advisors, identified 55 Rolling Stock Assets (each, a "**Lienholder Rolling Stock Asset**" and collectively, the "**Lienholder Rolling Stock Assets**") that have been in the possession of Possessory Lienholders since before the Petition Date.

44. As explained in the Whittman Declaration, Alvarez & Marsal North America, LLC, as the Debtors' financial and restructuring advisor (the "**Debtors' Financial Advisor**"), conducted a comprehensive analysis of the Lienholder Rolling Stock Assets, which included, without limitation, (a) identifying, in consultation with the Rolling Stock Agent, the likely value of these

[15] See the *Final Order (I) Authorizing Debtors to Pay Prepetition Claims of Certain Critical Vendors, 503(b)(9) Claimants, Lien Claimants, and Foreign Vendors (II) Confirming Administrative Expense Priority of Outstanding Orders, and (III) Granting Related Relief* [Docket No. 517].

assets based on an analysis of the results of the Rolling Stock Asset sales to date, and (b) estimating the value of the claims that each of the Possessory Lienholders against the Lienholder Rolling Stock Assets, including all known prepetition and postpetition amounts owing to the Possessory Lienholders, including estimated unliquidated, unbilled amounts, that the Debtors would need to satisfy to release such assets for sale.

45. Based on this analysis, the Debtors determined that the costs to release such assets and bring such assets to working order and prepare for sale significantly exceeded the value of the Lienholder Rolling Stock Assets. The Debtors are of the view that the estimated aggregate claims related to both the prepetition repairs and storage costs and postpetition storage and towing costs of approximately $794,000, as illustrated by the summary chart attached as Exhibit “A” to the Whittman Declaration, materially exceeded the recovery threshold value of Lienholder Rolling Stock Assets, not including the costs to recover each Lienholder Rolling Stock Asset from its Possessory Lienholder location.

46. Further, these assets have not been used in the Debtors’ operations nor have these assets been included in marketing materials prepared by the Rolling Stock Agent or the Debtors since the commencement of the Chapter 11 Cases and these CCAA recognition proceedings given that they have been held at the Possessory Lienholder locations since prior to the Petition Date.

47. The Debtors determined that the Lienholder Rolling Stock Assets provided no value to the administration of the Debtors’ estates, and that it would be value-destructive for the Debtors to expend any further estate resources to retrieve the Lienholder Rolling Stock Assets.

48. Based on the foregoing, the Debtors engaged in good faith, arms' length negotiations with the Possessory Lienholders. On May 13, 2024, the Debtors filed the *Motion to Approve Compromise under Rule 9019 / Motion of Debtors for Entry of an Order (I) Approving the Settlement Agreements By and Among the Debtors and Certain Possessory Lienholders and (II) Granting Related Relief* (the "**Lienholder Rolling Stock Settlement Approval Motion**"), a copy of which is attached hereto as Exhibit "K", seeking U.S. Bankruptcy Court approval of settlement agreements entered into with seven Possessory Lienholders (the "**Settlement Agreements**").

49. The Settlement Agreements are described in further detail in the Lienholder Rolling Stock Settlement Approval Motion. In summary, the Settlement Agreements result in a waiver or reduction of the known claims held by the Possessory Lienholders against the Debtors' estates in the aggregate amount of $679,320 in exchange for surrendering title of the applicable Lienholder Rolling Stock Assets to such Possessory Lienholders.

50. The Settlement Agreements include a settlement agreement entered into between Yellow and Davidson Protruck Inc. ("**Davidson Protruck**") on April 1, 2024 (the "**Davidson Protruck Settlement Agreement**"), in respect of the transfer of title to eight semi-tractor units owned by and registered to YRC Freight Canada held by Davidson Protruck (the "**Semi-Tractor Units**"). Under the Davidson Protruck Settlement Agreement, Davidson Protruck agreed to release Yellow and its subsidiaries, among others, from any and all claims, actions and causes of action it has or may have against Yellow and its subsidiaries, respective affiliates, agents, servants, employees, successors or assigns, employees, arising from or out of unpaid towing, repair and/or storage fees for the Semi-Tractor Units and withdraw its proof of claim filed in the Chapter 11 Cases, as consideration for Yellow transferring ownership of the Semi-Tractor Units to Davidson Protruck.

51. On May 30, 2024, the Debtors filed the proposed Lienholder Rolling Stock Settlement Order with the U.S. Bankruptcy Court on certification counsel. On May 31, 2024, the U.S. Bankruptcy Court granted the Lienholder Rolling Stock Settlement Order without the need for a hearing.

52. I am advised by the Debtors' Financial Advisor that the settlement with Davidson Protruck has now been implemented. It was expected that the transfer of titles in respect of the Semi-Tractor Units to Davidson Protruck would take additional time to complete; however, I am advised by the Debtors' Financial Advisor that the titles (*i.e.*, the Semi-Tractor Units' registration documentation) were contained within the units themselves (which units were being held by Davidson Protruck at its location), and thus the transfer of such titles has been completed. Accordingly, pursuant to the proposed Sixth Supplemental Order, the Foreign Representative is seeking the Court's approval of such title transfers on a *nunc pro tunc* basis.

B. Mailbox Destruction Order

53. YRC Enterprise Services, Inc., a Debtor in the Chapter 11 Cases, and Microsoft Corporation ("**Microsoft**") are parties to certain enrollment agreements (collectively, the "**Enrollment**") through which the Debtors obtained licenses to use certain Microsoft software and products. On January 19, 2024, the U.S. Bankruptcy Court entered an order authorizing the Debtors to assume the Enrollment.[16] Under the Enrollment, the Debtors may annually reduce, or "true down," the number of subscription licenses that the Debtors maintain related to each product

[16] See the *Order (I) Authorizing Assumption of the Microsoft Enrollments and (II) Granting Related Relief* [Docket No. 2144].

accessible under the Enrollment in return for a reduced annual fee commensurate with the reduction in services and licenses (a "**True-Down**").

54. Pursuant to terms of the Enrollment, given the shut-down of the Debtors' businesses, the Debtors and Microsoft agreed to True-Down the Debtors' license enrollment and use, and in turn, reduce the annual cost under the Enrollment from $3.9 million to $300,000.

55. As described in the *Debtors' Motion for Entry of an Order Authorizing the Abandonment and Destruction of Certain Digital Records* (the "**Mailbox Destruction Motion**"), a copy of which is attached as Exhibit "C" to this affidavit, the Debtors identified approximately 6,100 electronic mailboxes (the "**Mailboxes**") associated with Microsoft user accounts ("**Accounts**") that were disabled in 2023 after the Petition Date. These Mailboxes are Mailboxes that are: (i) not on legal hold; (ii) of previous employees below the status of Vice President; (iii) in which the active directory account is disabled; (iv) that were not used in the year 2024; and (v) that are not shared with any current employee.

56. If the Mailboxes associated with the Accounts are not deleted, the Debtors will be liable for the $2.9 million annual fee for the associated licenses billed by Microsoft pursuant to the original Enrollment. Accordingly, the Debtors filed the Mailbox Destruction Motion seeking authorization of the U.S. Bankruptcy Court to destroy, or cause to be destroyed, the Mailboxes.

57. The Mailboxes contain digital data, including confidential business information and employee records that may contain Personally Identifiable Information and other personal information of employees. The Debtors have no reason to believe that the Mailboxes, or the digital data contained therein, are needed any longer. The digital data is not necessary for the Debtors to

complete the sales and wind down the Debtors are currently pursuing through the Chapter 11 Cases, and the Debtors have no reason to believe that the digital data is germane to any pending litigation and/or to any of the proofs of claim that have been filed with the U.S. Bankruptcy Court.

58. With respect to any Mailboxes of Canadian employees or which relate to Canadian vendors, it is my understanding that the Debtors have no reason to believe that these Mailboxes have any information pertaining to Canadian tax or employee records that are not otherwise available to the Canadian Debtors and stored elsewhere.

59. In sum, the costs of maintaining the Mailboxes and the associated licenses exceed their value, and the Debtors thus are seeking the authority of the U.S. Bankruptcy Court to destroy, or cause to be destroyed, the Mailboxes.

60. The Mailbox Destruction Motion was originally scheduled to be heard by the U.S. Bankruptcy Court on June 3, 2024. The Debtors have adjourned the hearing of the Mailbox Destruction Motion – initially to June 12, 2024 and most recently to June 28, 2024 – to allow the Debtors time to work to address a limited objection and certain reservation of rights that have been filed. If the Mailbox Destruction Order is not granted in advance of the hearing of the Foreign Representative's motion for the Sixth Supplemental Order, the Foreign Representative will adjourn its request for recognition of the Mailbox Destruction Order to a later date. If the Mailbox Destruction Order is granted in advance of the hearing in respect of the Sixth Supplemental Order, the Debtors will cause a copy of the entered Mailbox Destruction Order to be filed with the Court.

61. The Foreign Representative believes it is appropriate to seek recognition of the Mailbox Destruction Order, if granted, as part of these proceedings.

IV. CONCLUSION

62. I believe that the recognition of the U.S. Orders and the other relief sought in the proposed Sixth Supplemental Order is necessary to protect the Canadian Debtors and preserve the value of the Canadian Business for the benefit of a broad range of stakeholders.

63. The requested relief will assist with and facilitate the efforts of the Yellow group, including the Canadian Debtors and the Yellow Parent, to pursue an orderly wind-down of their business and operations in the Chapter 11 Cases with a view to maximizing value for the benefit of the Company's creditors, including the Company's Canadian creditors.

SWORN before me by videoconference on this 12th day of June, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely. The affiant was located in the City of Watertown, in the State of New York, United States of America and I was located in the City of Toronto in the Province of Ontario.

A Commissioner for taking affidavits
Name: Andrew Harmes
LSO# 73221A

Matthew A. Doheny

Court File No. CV-23-00704038-00CL

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF YRC FREIGHT CANADA COMPANY, YRC LOGISTICS INC., USF HOLLAND INTERNATIONAL SALES CORPORATION AND 1105481 ONTARIO INC.

APPLICATION OF YELLOW CORPORATION UNDER SECTION 46 OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

Applicant

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

AFFIDAVIT OF MATTHEW A. DOHENY
(Sworn June 12, 2024)

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Court File No. CV-23-00704038-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE CHIEF	)	WEDNESDAY, THE 19TH
	)	
JUSTICE MORAWETZ	)	DAY OF JUNE, 2024

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C 36, AS AMENDED

AND IN THE MATTER OF YRC FREIGHT CANADA COMPANY, YRC LOGISTICS INC., USF HOLLAND INTERNATIONAL SALES CORPORATION AND 1105481 ONTARIO INC.

APPLICATION OF YELLOW CORPORATION UNDER SECTION 46 OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

Applicant

SIXTH SUPPLEMENTAL ORDER

THIS MOTION, made pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") by Yellow Corporation ("**Yellow Parent**") in its capacity as the foreign representative (the "**Foreign Representative**") in respect of the proceedings commenced by the Yellow Parent and certain of its affiliates on August 6, 2023 in the United States Bankruptcy Court for the District of Delaware (the "**U.S. Bankruptcy Court**") pursuant to chapter 11 of title 11 of the United States Code (the "**Foreign Proceeding**"), for an Order, among other things, recognizing certain orders made in the Foreign Proceeding, was heard this day by videoconference in Toronto, Ontario.

ON READING the Notice of Motion, the affidavit of Matthew A. Doheny sworn June 12, 2024 (the "**Seventh Doheny Affidavit**"), and the sixth report of Alvarez & Marsal Canada Inc., in its capacity as information officer (the "**Information Officer**"), each filed,

AND UPON HEARING the submissions of counsel for the Foreign Representative, counsel for the Information Officer, and counsel for such other parties as were present and wished to be heard, no one else appearing although duly served as appears from the affidavit of service of ● sworn June ●, 2024:

SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.

2. **THIS COURT ORDERS** that capitalized terms used and not otherwise defined herein shall have the meanings given to them in the Supplemental Order (Foreign Main Proceeding) of this Court dated August 29, 2023 (the "**Supplemental Order**").

RECOGNITION OF FOREIGN ORDERS

3. **THIS COURT ORDERS** that the following orders (the "**Foreign Orders**") of the U.S. Bankruptcy Court made in the Foreign Proceeding are hereby recognized and given full force and effect in all provinces and territories of Canada pursuant to section 49 of the CCAA:

   (a) *Order (I) Approving the Settlement Agreements By and Among the Debtors and Certain Possessory Lienholders and (II) Granting Related Relief* (the "**Lienholder Rolling Stock Settlement Order**"), a copy of which is attached as Schedule A hereto; and

   (b) *Order Authorizing the Abandonment and Destruction of Certain Digital Records* (the "**Mailbox Destruction Order**"), a copy of which is attached as Schedule B hereto,

   provided, however, that in the event of any conflict between the terms of the Foreign Orders and the Orders of this Court made in the within proceedings, the Orders of this Court shall govern with respect to Property in Canada.

4. **THIS COURT ORDERS** that, notwithstanding paragraph 5 of the Initial Recognition Order (Foreign Main Proceedings) of this Court granted August 29, 2023, YRC Freight Canada Company, YRC Logistics Inc., USF Holland International Sales Corporation and 1105481 Ontario Inc. (the "**Canadian Debtors**") are hereby authorized to:

   (a) transfer title of the Lienholder Rolling Stock Assets (as defined in the Lienholder Rolling Stock Settlement Order) referenced on Exhibit A to the Davidson Protruck Settlement Agreement (as defined in the Seventh Doheny Affidavit) to Davidson Protruck Inc., *nunc pro tunc*, in accordance with the Lienholder Rolling Stock Settlement Order; and

   (b) to destroy (or cause to be destroyed) the Mailboxes (as defined in the Mailbox Destruction Order) in accordance with the Mailbox Destruction Order.

GENERAL

5. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, or regulatory or administrative body having jurisdiction in Canada, the United States of America or any other foreign jurisdiction, to give effect to this Order and to assist the Debtors, the Foreign Representative, the Information Officer, and their respective counsel and agents in carrying out the terms of this Order. All courts, tribunals, and regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Debtors, the Foreign Representative and the Information Officer, the latter as an officer of this Court, as may be necessary or desirable to give effect to this Order, or to assist the Debtors, the Foreign Representative, the Information Officer, and their respective counsel and agents in carrying out the terms of this Order.

6. **THIS COURT ORDERS** that each of the Debtors, the Foreign Representative and the Information Officer shall be at liberty and is hereby authorized and empowered to apply to any court, tribunal, or regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

7. **THIS COURT ORDERS** that this Order shall be effective as of 12:01 a.m. (Toronto time) on the date of this Order without the need for entry or filing of this Order.

Chief Justice G. B. Morawetz

SCHEDULE A

LIENHOLDER ROLLING STOCK SETTLEMENT ORDER

[Attached]

SCHEDULE B

MAILBOX DESTRUCTION ORDER

[Attached]

Court File No. CV-23-00704038-00CL

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AND IN THE MATTER OF YRC FREIGHT CANADA COMPANY, YRC LOGISTICS INC., USF HOLLAND INTERNATIONAL SALES CORPORATION AND 1105481 ONTARIO INC.

APPLICATION OF YELLOW CORPORATION UNDER SECTION 46 OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

Applicant

DRAFT: 1 - June 12, 2024

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
Proceeding commenced at Toronto

SIXTH SUPPLEMENTAL ORDER

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Court File No. CV-23-00704038-00CL

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

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ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

MOTION RECORD
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