

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

IN RE: . Chapter 15
. Case No. 24-10934 (JKS)
ANTAMEX INDUSTRIES ULC, .
. .
. Courtroom No. 6
. 824 Market Street
Debtor in a Foreign . Wilmington, Delaware 19801
Proceeding. .
. Friday, May 3, 2024
. 9:31 a.m.

TRANSCRIPT OF ZOOM HEARING
BEFORE THE HONORABLE J. KATE STICKLES
UNITED STATES BANKRUPTCY JUDGE

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1 (Proceedings commenced at 9:31 a.m.)

2 THE COURT: Good morning. Please be seated. This
3 is Judge Stickles.

4 We are on the record in Antamex Industries ULC,
5 Case No. 24-10934. This is a case under Chapter 15 of the
6 Bankruptcy Code. So, I will hear from counsel for the
7 foreign representative.

8 MR. DESGROSSEILLIERS: Good morning, Your Honor.
9 Mark Desgrosseilliers from Chipman Brown Cicero & Cole. Can
10 you hear me okay, Your Honor?

11 THE COURT: I can. Good morning.

12 MR. DESGROSSEILLIERS: Good morning. Thank you,
13 Your Honor, for making yourself available this morning.
14 Appearing on behalf of the proposed foreign representative
15 Deloitte Restructuring, Inc. As Your Honor knows, Deloitte
16 has been appointed a receiver in the Canadian proceedings
17 that are pending and this is a first day hearing, in essence,
18 to seek recognition of certain orders that have been entered
19 by the Canadian Court.

20 Your Honor, if it's okay with the Court, I would
21 like to introduce my co-counsel, Ms. Moss, from Perkins Coie
22 who I think Your Honor knows well. She will do kind of the
23 background and do some further introductions with respect to
24 the client, and some of her colleagues who are on as well.

25 THE COURT: Okay. Terrific. Thank you,

1 Mr. Desgrosseilliers.

2 Good morning, Ms. Moss.

3 MS. MOSS: Yes. Good morning, Your Honor. Thank
4 you so much for hearing us this morning, and your staff as
5 well, and the U.S. Trustee for the very prompt consideration
6 of this matter. We do appreciate it, Your Honor.

7 THE COURT: Certainly.

8 MS. MOSS: We are here today on behalf of Deloitte
9 Restructuring, Inc., the dually appointed receiver for the
10 debtor, Antamex Industries ULC, in proceedings that are
11 pending before the Ontario Superior Court of Justice,
12 Commercial List, under the Canadian Federal Bankruptcy and
13 Insolvency Act, and the Provincial Courts of Justice Act of
14 Ontario.

15 The Antamex proceedings were initially commenced
16 in Canada on February 22nd of this year by Export Development
17 Canada, or EDC, a secured creditor of the debtor following a
18 series of defaults under an existing credit agreement between
19 EDC and the debtor and with the principal purpose of seeking
20 the appointment of a receiver to protect EDC's interests in
21 certain glass production equipment located in a manufacturing
22 facility in Connecticut with respect to which it had provided
23 financing for the purchase.

24 We provided the Court with the affidavit of Adam
25 Smith of EDC that was filed in support of EDC's application

1 for appointment of the receiver. That can be found at
2 Exhibit A to the declaration of the foreign representative,
3 which is at Docket No. 4.

4 The Canadian Court initially entered a partial
5 appointment order on March 5th appointing Deloitte as
6 receiver with respect to a subset of the debtor's property
7 including the glass production equipment in Connecticut. And
8 that order is Exhibit C to the foreign representative
9 declaration.

10 Following discussions by the interested parties
11 and further hearings, the Canadian Court ultimately
12 determined to place all of the debtors property in
13 receivership and issue the appointment order dated
14 March 13th. That order is Exhibit D to the foreign
15 representatives declaration.

16 By the appointment order, Deloitte was appointed
17 receiver without security of all the present and future
18 assets, undertakings, and properties of Antamex acquired for
19 or used in relation to the business carried on by Antamex
20 including all of its proceeds. The receiver was granted very
21 broad and exclusive powers under the appointment order and
22 those are set out in Paragraph 3 of the order. In its
23 capacity as receiver, Deloitte was also appointed to serve as
24 the foreign representative of the debtor under Paragraph 32
25 of the appointment order and was specifically authorized to

1 seek foreign recognition of the receivership proceedings
2 under Chapter 15 of the Bankruptcy Code.

3 The debtor is a British Columbia Corporation that
4 had its chief executive office in Concord, Ontario. The
5 debtor was in the business of designing, engineering,
6 manufacturing and installing custom modular glass façade
7 solutions for multi-story buildings and had significant
8 operations in Ontario, British Columbia, Alberta and across
9 the United States. The majority of Antamex's projects were
10 located in Canada.

11 Antamex currently has no operations or employees
12 remaining in Canada or the US and through the Antamex
13 receivership it is in the process of liquidating its
14 remaining assets and preparing for a claims resolution
15 process under the oversight of the Canadian Court. All
16 strategic and key operational decisions were made by senior
17 management in Ontario where more than 90 percent of Antamex's
18 employees were also located.

19 Antamex also leased a facility in Alliston,
20 Ontario where it occupied and previously operated a
21 fabrication, assembly and storage facility. The receiver is
22 currently working with certain project owners, general
23 contractors and sureties since commencement of the Antamex
24 receivership to assist with their completion of certain
25 contracts including by providing access to information and

1 materials as appropriate.

2 As is set out more fully in the affidavit of Adam
3 Smith, Antamex has multiple secured creditors and had
4 insufficient liquidity to meet its obligations. It also has
5 significant trade debt and is party to several pending
6 litigations in the United States both as a plaintiff and a
7 defendant.

8 The foreign representative filed this Chapter 15
9 case as an ancillary proceeding to the Antamex receivership
10 proceedings because the receiver has concluded that such
11 relief is necessary in order to fill its mandate of
12 preserving, protecting and realizing on the property of
13 Antamex. To that end, there are several key purposes, Your
14 Honor, for these Chapter 15 proceedings:

15 First, the receiver is seeking to gain access to
16 cash held by Antamex in a US bank account;

17 Second, to protect the debtor's interest in the
18 glass production equipment I mentioned previously which is
19 currently in the possession of the landlord of one of the
20 debtor's US affiliates;

21 Third, to prevent Antamex's stakeholders, many of
22 whom have contacts with the United States and are subject to
23 the personal jurisdiction of this Court from commencing
24 actions in the US that are more properly the subject of the
25 Antamex receivership or that would disrupt and interfere with

1 its orderly administration;

2 Finally, to permit the receiver to seek
3 enforcement of any further relief it may have obtain from the
4 Canadian Corut that may address issues related to the
5 debtor's US customers and stakeholders.

6 The verified petition can be found at Docket No. 3
7 and the factual statements there in are supported by the
8 verification of Richard Williams, senior vice president of
9 Deloitte, the receiver in its capacity as foreign
10 representative. In further support of the petition, I would
11 like to proffer the declaration of the foreign representative
12 which is at Docket No. 4, as well as the declaration of Linc
13 Rogers which is at Docket No. 6.

14 Mr. Rogers is a partner of the Canadian law firm
15 of Blake, Cassels & Graydon LLP who testifies to the
16 applicable provisions of Canadian law specifically with
17 respect to the Bankruptcy and Insolvency Act and the
18 Provisional Courts of Justice Act of Ontario. These
19 declarations are also proffered in support of the motion for
20 provisional relief that the Court will hear later in this
21 presentation which is at Docket No. 5.

22 Both Mr. Williams and Mr. Rogers are present on
23 this video conference today and are available to testify as
24 the Court directs or answer any questions that the Court may
25 have.

1 THE COURT: Okay. Well, let me just ask: Does
2 anybody object to the admission into evidence of the
3 declaration of the foreign representative at Docket No. 4 or
4 the declaration of Linc Rogers at Docket No. 6? I see
5 Mr. Brown is at the podium.

6 MR. BROWN: Good morning, Your Honor. Stuart
7 Brown, DLA Piper, on behalf of Glass Enterprises.

8 Your Honor, we don't object to the admission of
9 the declarations in support of provisional relief. We object
10 to the declarations with respect to certain representations
11 in those declarations pertaining to the Glass manufacturing
12 equipment to which Ms. Moss referred.

13 We do not want to take the Court's time, and as
14 you will hear later more fulsome, there are issues about who
15 owns that equipment. We do not believe that Antamex ever had
16 any interest in any of that equipment and certainly doesn't
17 have any interest in that equipment today.

18 The idea that Your Honor would be entering an
19 order joining other parties that do have appropriate titles,
20 and liens, and interest in that equipment from using that
21 equipment or doing anything with that equipment to which they
22 are properly seeking title we think is inappropriate. We
23 don't know that today is the proper day to conduct extensive
24 cross-examination as we haven't had an opportunity to conduct
25 any discovery to learn what the Antamex receiver has in his

1 files that demonstrates that Antamex has any ownership
2 interest in that equipment.

3 So, therefore, for purposes of today we reserve
4 all rights to cross-examine the declarants later with respect
5 to each and every statement that is in these declarations,
6 but we do not object to their admission for purpose of
7 support of the provisional relief requested.

8 THE COURT: So, we will admit these declarations
9 for purposes of today's proceedings.

10 (Williams declaration received into evidence)

11 (Rogers declaration received into evidence)

12 THE COURT: Ms. Moss, any response?

13 MS. MOSS: Yes. Thank you, Your Honor. First, I
14 believe that counsel is speaking with respect to a motion for
15 provisional relief which we have not yet introduced to the
16 Court or presented to the Court. Perhaps as we proceed to
17 that motion later on in our presentation we can address some
18 of counsel's concerns. I don't think that the we are asking
19 the Court today to make any determination about ownership of
20 that property and there is no dispute that there is a
21 dispute. So, I think we can focus on that a little bit
22 further as we get along here this morning.

23 THE COURT: Well, I think if I hear Mr. Brown
24 correctly, he doesn't oppose admission of the declarations
25 for purposes of the relief -- provisional relief sought today

1 and scheduling, but you are reserving all rights to challenge
2 it with respect to the merits at a later point.

3 MR. BROWN: Yes, Your Honor. (Indiscernible)
4 admission, but there is hearsay in it whether the factual
5 statements are (indiscernible).

6 THE COURT: Okay.

7 MR. BROWN: Your Honor, I failed to introduce my
8 co-counsel, Kristen Mayhew of the Pullman & Comley firm in
9 Connecticut.

10 MS. MAYHEW: Good morning, Your Honor.

11 MR. BROWN: Also on the line should be my Canadian
12 colleague, Edmond Lamek. Mr. Lamek and I have been working
13 with this client both in Canada and now in the US with
14 respect to these proceedings. I suppose we will be working
15 (indiscernible).

16 THE COURT: Thank you.

17 MS. MAYHEW: Good morning, Your Honor.

18 THE COURT: Good morning.

19 MS. MOSS: Your Honor, if you would like, I could
20 proceed with the verified petition at this time.

21 THE COURT: Yes. Could I ask a question first.
22 Can somebody provide a little more detail about this glass
23 product. Is this like the glass on the outside of buildings?

24 MS. MOSS: Exactly, Your Honor, it is glass façade
25 material.

1 THE COURT: I mean, all glass, I guess, is on the
2 outside of buildings, but I mean like more of a contemporary
3 architectural type of glass, is that, correct?

4 MS. MOSS: Yes, I believe so, Your Honor.

5 MR. BROWN: I believe its categorized as specialty
6 architectural glass.

7 THE COURT: Okay.

8 MR. BROWN: So, if you think about the panels on
9 the outside of buildings.

10 THE COURT: All right. Thank you.

11 All right. You may proceed, Ms. Moss.

12 MS. MOSS: Thank you, Your Honor. We are prepared
13 to take the Court through the verified petition, highlight
14 the various forms of relief that are requested therein and
15 the legal basis for that relief. Paragraph 11 of the
16 verified petition enumerates all the form of relief that the
17 foreign representative is seeking and essentially seeks to
18 have this Court recognize the Antamex receivership as a
19 foreign main proceeding as that concept is defined in
20 Section 1502(4) of the Code pursuant to Section 1517.

21 And to recognize the foreign representative as a
22 foreign representative as defined in Section 10124 of the
23 Code; to enforce and give full effect in the United States
24 and grant comity to the Antamex receivership and the
25 appointment order including any and all extensions or

1 amendments to that order as authorized by the Canadian Court
2 in the future; to grant the receiver all of the relief
3 afforded pursuant to Section 1520 of the Bankruptcy Code
4 including but not limited to the automatic stay provisions of
5 Section 362 of the Code; and grant on a final basis, pursuant
6 to Section 1521 or 1507 as appropriate, any provisional
7 relief provided for in an order granting the motion for
8 provisional relief.

9 Antamex is a proper debtor under Section 109 of
10 the Code because it has property located in the United
11 States. Its principal US assets consist of its membership
12 interest in its wholly owned US subsidiary, Antamex US LLC,
13 which is a Delaware LLC and which was the employer of
14 Antamex's US based employees. Antamex has a deposit account
15 at HSBC Bank USA holding approximately \$350,000. It has
16 Glass Production equipment, which is subject to dispute, as
17 Your Honor has heard, at a manufacturing facility in Norwich,
18 Connecticut that was formally operated by a non-debtor
19 affiliate of Antamex. It has various contractual rights tied
20 to its former US construction projects and it has a retainer
21 held by its bankruptcy noticing agent in Wilmington, Delaware
22 in the amount of \$10,000.

23 The foreign representative has satisfied the
24 requirements of Section 1515 of the Code with the filing of
25 the verified petition and the related documents required

1 under Bankruptcy Rule 1007(a)(4). The Antamex receivership
2 proceedings qualify as a foreign proceeding as defined under
3 Section 10123 of the Code for the reasons set forth in the
4 Rogers declaration which establishes that all of the
5 requirements are met under the code and the applicable case
6 law.

7 Further, as set forth in the verified petition,
8 the Canadian receivership proceedings under the Bankruptcy
9 and Insolvency Act are routinely recognized as foreign
10 proceedings under US law. The appointment order also creates
11 a rebuttable presumption under Section 1516 that the
12 receivership proceedings are foreign proceedings and that the
13 receiver is a foreign representative as defined under
14 Section 10124 of the Code.

15 The Antamex receivership proceedings qualify as
16 foreign main proceedings under Section 1502 and 1517 of the
17 Code. Antamex's registered office is located in Vancouver,
18 British Columbia which is presumed to be the center of its
19 main interests under Section 1516 of the Code. Additionally,
20 Antamex's chief executive office was located in Concord,
21 Ontario and the majority of Antamex's project sites were in
22 Canada as were 90 percent of its employees. The majority of
23 Antamex's project sites and creditors were also located in
24 Canada as were its primary assets. Antamex also maintained
25 its primary banking business accounts in Canada.

1 For these reasons, Your Honor, we ask that the
2 Court permit the verified petition to proceed to a final
3 recognition hearing following notice to interested parties
4 and in accordance with the Court's rules. I would be happy
5 to respond to any questions the Court may have at this time
6 regarding the verified petition.

7 THE COURT: I don't have any questions regarding
8 the verified petition at this time because, obviously, the
9 recognition proceeding is going to be held for a future date.
10 So, the Court will proceed with the other matters that are
11 actually being scheduled today for relief. So, I don't know
12 if you want to go to scheduling next or if you want to
13 proceed with your provisional relief.

14 MS. MOSS: We'd like to move forward to the second
15 item which is the provisional relief motion, Your Honor. For
16 that purpose, I would like to introduce my colleague, Paul
17 Jasper, who will present that motion to the Court.

18 THE COURT: Okay. Thank you. Mr. Jasper.

19 MR. JASPER: Good morning, Your Honor.

20 Provisional relief is being sought to protect the
21 debtors assets and prevent interference with the receiver's
22 administration of the receivership during the gap period
23 between today's hearing and the Court's further consideration
24 of the petition for recognition at the final hearing.

25 Bankruptcy Rule 2002(q) (1) requires, at least, 21

1 days' notice of the final hearing on recognition. Without the
2 provisional relief requested there will be no stay during the
3 gap period of, at least, 21 days between today's hearing and
4 this Court's final consideration of recognition. In
5 addition, without provisional relief contract parties will
6 not be limited during the gap period from terminating or
7 modifying contracts on ipso facto grounds.

8 The proposed order that is being sought is
9 attached as Exhibit A to this motion. Your Honor, all of the
10 provisional relief requested is consistent with relief
11 provided by the Canadian Court in the appointment order. I
12 would like to briefly go through the specific provisional
13 relief that is being sought, all of which would apply only
14 during the gap period between today and the final hearing on
15 recognition.

16 Number one, provisional recognition of the
17 receiver as the debtor's foreign representative.

18 Number two, imposition of the stay under
19 Section 362 of the Bankruptcy Code as to the debtor and its
20 US based assets.

21 Number three, application of Section 365(e) to the
22 debtor and its US based assets to prohibit contract parties
23 from terminating or modifying executory contracts.

24 Number four, consistent with Paragraph 3(b)
25 and (12) of the appointment order staying banks and financial

1 institutions where the debtor has accounts from discontinuing
2 banking services or refusing to honor transfers of the
3 debtor's funds directed by the foreign representative.
4 Consistent with the relief granted by the Canadian Court in
5 Paragraph 19 of the appointment order, authorizes the foreign
6 representative to assert a first priority charge on all of
7 the debtor's assets as security for the receivers and its
8 counsels reasonable fees and disbursements.

9 Number six, application of the protections of
10 Section 1510 of the Bankruptcy Code to the foreign
11 representative such that the mere filing of this Chapter 15
12 proceeding does not subject it to US jurisdiction for other
13 purposes.

14 In addition, relief consistent with
15 Section 1519(a) (3) and 1521 of the Bankruptcy Code, but only
16 to the extent specifically provided in the appointment order.
17 The motion also requests that any order issued by the Court
18 granting this motion be immediately effective and enforceable
19 upon entry, but solely on a provisional basis between now and
20 the final hearing on recognition.

21 Unless Your Honor has questions, I am going to go
22 through why the provisional relief is appropriate.

23 THE COURT: Okay. I don't have any questions at
24 this point. I do have comments on the order, but I will
25 listen to your argument first.

1 MR. JASPER: Thank you, Your Honor. Section 1519
2 of the Bankruptcy Code permits the Court to grant the
3 provisional relief sought during the gap period to the extent
4 it is urgently needed to protect the assets of the debtor or
5 the interest of creditors. Under Section 1519(e) provisional
6 relief requires a showing that injunctive relief is
7 appropriate. I am going to go through those factors quickly.

8 Number one is likelihood of success on the merits
9 as to the recognition of the foreign proceeding. For the
10 reasons argued by Ms. Moss, recognition is likely to be
11 granted at the final hearing.

12 Number two, irreparable harm without the
13 provisional relief. Without the requested provisional
14 relief, the debtor's estate will be exposed to several risks.
15 First, creditors in the US that believe they are not subject
16 to the appointment order may commence legal proceedings or
17 exercise remedies against the debtor's US assets. The
18 debtors deposit account with HSBC Bank USA will be further
19 depleted by preauthorized debits during the gap period. As
20 the papers indicate, that account has already been depleted
21 from approximately \$860,000 to \$346,000 since the receivers
22 appointment in March.

23 Valuable Glass Production equipment in which the
24 debtor claims an ownership interest is in the possession of
25 the landlord of one of the debtor's affiliates and is being

1 used by that landlord's new tenant. Without the requested
2 provisional relief that equipment could be subject to
3 physical damage. In addition, the landlord, again which
4 claims a competing ownership interest, could commence legal
5 proceedings or assert self-help remedies in the interim.

6 I want to emphasize that Ms. Moss indicated we are
7 not asking for a determination from the Court as to the
8 dispute over ownership within the provisional relief.

9 In addition, US based counterparties could attempt
10 to modify or terminate their contracts with the debtor on
11 ipso facto grounds. At the time of the receivership the
12 debtor was counterparty to several completed and incomplete
13 glass façade projects in which the debtor has rights as to
14 project owners, general contractors and sureties. Without a
15 stay during the gap period the receivers ability to work
16 through these rights in an orderly fashion could be harmed by
17 legal proceedings commenced or self-help remedies exercised.
18 A stay is needed during the gap period to protect against the
19 sale or disposal of equipment owned by the debtor and left at
20 project sites.

21 The next factor is that the relief will not result
22 in greater harm. The stay of Section 362 is being sought to
23 preserve the status quo solely between now and the Court's
24 final recognition hearing on recognition. The relief being
25 sought is limited in time and in scope. In addition, the

1 proposed order specifically allows for parties in interest to
2 seek relief from the provisions of the order sought for cause
3 shown. That is found in Paragraph 7 of the proposed order.

4 Finally, the last element is that the public
5 interest favors the relief. The relief sought here is to
6 provide a breathing spell for the debtor, again, solely
7 between now and the final hearing to facilitate an orderly
8 equitable liquidation of assets; again, to preserve that
9 ability during that period of time. Finally, to promote
10 cooperation amongst jurisdictions which, of course, is the
11 express purpose of Chapter 15.

12 Finally, I will note that the provisional relief
13 requested is of a type frequently granted in Chapter 15
14 proceedings in this Court. I will reference just a couple of
15 recent examples which are the Duvaltex, Inc. case and the
16 Nexii Building Solutions, Inc. case. In reviewing the orders
17 that were entered by the Court in those cases, the relief
18 sought in this motion is consistent with those orders and, in
19 fact, the relief being sought here is significantly narrower
20 than the relief that was sought in those cases.

21 Your Honor, I have nothing more other than to
22 address any questions or comments you have got.

23 THE COURT: Let me ask, does anyone else wish to
24 be heard regarding the motion for provisional relief?

25 MR. BROWN: Your Honor mentioned that you had some

1 questions or comments with respect to the order. My
2 objections and comments would go to the scope of the order as
3 well, but I don't want to duplicate Your Honor's
4 (indiscernible).

5 Do you want me to go first? I'm happy to.

6 THE COURT: Certainly, Mr. Brown.

7 MR. BROWN: Sorry for speaking from the table,
8 Your Honor.

9 Your Honor, I heard counsel remark that they seek
10 to have an automatic stay or an order today imposed over the
11 glass manufacturing equipment. They recognize that they're
12 not in possession of it. They recognize that the landlord
13 has asserted certain rights to it; having taken all the
14 actions that a landlord needs to take under Connecticut state
15 law to take possession and ownership of that equipment.

16 That all happened prior to the commencement of the
17 receivership in Canada. Those rights were set long before
18 that receivership commenced.

19 It would be improper on a bald declaration,
20 without documentation attached to it, to prove title to or
21 interest in that equipment, to impose an automatic stay over
22 the property or parties that are properly (indiscernible)
23 with title under federal state law on activities, actions,
24 orders that were taken prior to the commencement of the
25 Canadian receivership, which, by the way, was 60 days ago and

1 we had no notice of the filing of this Chapter 15, prior to
2 its filing, despite the fact that we've been in communication
3 with the receiver throughout the last 60 days.

4 So the idea that an automatic stay would interfere
5 with people who own equipment, their ability to operate that
6 equipment, their ability to maintain that equipment in the
7 ordinary course just isn't appropriate, Your Honor, on this
8 record.

9 And they seek to do that, Your Honor, both, with
10 respect to counsel's description of the order. And I think
11 that on page 5, paragraph (f) will be the paragraph that most
12 directly gets to that point. But we would oppose that any
13 stay be imposed over Glass Enterprises' possession, use,
14 benefit of, title to, that equipment, Your Honor.

15 THE COURT: Mr. Jasper?

16 MR. JASPER: Yeah, Your Honor, just to speak
17 briefly to that. We are certainly not seeking any relief
18 with respect to past actions or determinations of title. We
19 are, again, only focused on additional action, remedies
20 sought, presiding initiated over the next 21 or so days,
21 until a final recognition hearing.

22 So, again, the stay is limited in scope and it's
23 only for that period of time. It's not addressing past
24 actions.

25 MR. BROWN: I don't under -- I'm sorry, Your

1 Honor --

2 THE COURT: I think -- well, I think what
3 Mr. Brown is saying, he's not discussing past actions.

4 His argument is they previously have title and
5 they should not be stayed from use of their property.

6 Is that right, Mr. Brown?

7 MR. BROWN: That's right, Your Honor.

8 So the *status quo ante* is that Glass Enterprises
9 is in possession and has the right to use and benefit from
10 and derive all privileges from the manufacturing equipment.
11 And if Your Honor wants to do the least amount of harm, by
12 virtue of, in you have an emergency order, it would preserve
13 the *status quo ante*.

14 If the receiver believes the equipment is at harm,
15 then the receiver should commence an emergency TRO and give
16 us an opportunity to take discovery and all sorts of things.

17 However, this issue is already joined in the
18 Canadian Court. The issue of the dispute over ownership of
19 the equipment is already joined as an issue in the Canadian
20 Court. And we would argue that it would be that Court that
21 has a history of that dispute that should make that
22 determination over it.

23 So, we would --

24 MR. JASPER: Your Honor, we -- apologies.

25 MR. BROWN: Sorry, Counsel. Please?

1 THE COURT: Mr. Jasper?

2 MR. JASPER: No, I didn't mean to interrupt.

3 Please continue. I thought you had finished.

4 MR. BROWN: That's okay. I'm bantering over being
5 courteous, Your Honor.

6 So in connection with the scheduling, we would
7 also like to discuss where certain issues should be resolved;
8 whether they should be, here, in Canada or, you know, in the
9 State Court or Federal Court in Connecticut where all those
10 issues ultimately were determined in the first place.

11 Thank you, Your Honor.

12 THE COURT: Thank you.

13 Mr. Jasper?

14 MR. JASPER: Yeah. Just to address a few of those
15 things.

16 As far as the *status quo ante*, we would disagree
17 that there's been any determination that title is possessed
18 by the landlord or that possession is proper; I think that is
19 a dispute for another day, Your Honor.

20 And as far as the stay and the Canadian Court, the
21 stay that is being sought provisionally over the next 21 or
22 so days, is consistent with a stay that is already in place
23 under the appointment order entered by the Canadian Court.

24 So, again, we are not acting -- asking for
25 anything that's not already within the boundaries of the

1 order that the Canadian Court, which counsel has previously
2 referenced, and which has been assessing these situations, we
3 are not asking for anything broader than the stay that has
4 already been implemented by the Canadian Court under the
5 appointment order.

6 THE COURT: Mr. Brown?

7 MR. BROWN: Your Honor, my understanding is that
8 the Canadian Court and the litigants in Canada recognize that
9 the Canadian Court's jurisdiction did not come into the
10 United States to impose a stay over the landlord or anybody
11 else who's in possession of that equipment, further use of
12 the equipment, or anything else for that matter.

13 So the idea that the stay that they're seeking
14 today is exactly the same as what was imposed in Canada isn't
15 accurate, Your Honor. We're looking to have Your Honor enter
16 a stay in the United States, which would interfere or stay of
17 people, parties who are in possession of the equipment,
18 parties who have taken title to the equipment under federal
19 state law, prior to the commencement of the Canadian
20 receivership, prior to the commencement of the Chapter 15,
21 obviously, from continuing to enjoy and benefit from the use
22 and privileges of that equipment. Even if it's only for 21
23 days, even if it's only for 24 hours, there's no basis for
24 that.

25 THE COURT: Let me just make an observation, and

1 this is relevant to the comment made about prior orders. My
2 concern, and this has been expressed very recently by other
3 judges in this district, is that provisional relief should be
4 just that: it should be recognizing the Canadian order. And
5 including provisions in the initial order that are broader or
6 exceed the relief of the Canadian Court is questionable, at
7 best, before this Court.

8 So with that in mind, my concern with this order
9 is that paragraphs (e), (f), and (g), reference provisions.
10 If they are, in fact, in the Canadian order, they should be
11 given full force and effect on a provisional basis. So they
12 don't need to be restated here.

13 What I'm saying is, the Canadian Court has issued
14 a detailed order, a very thoughtful order, and that order
15 states what it states, so that this Court need not restate
16 what's set forth in subparagraphs (e), (f), (g) of this
17 order.

18 MR. JASPER: Your Honor, just a clarification.
19 You're referring to paragraph 1 of the proposed
20 order --

21 THE COURT: Yes.

22 MR. JASPER: -- and those are the sub letters; is
23 that correct?

24 THE COURT: Yes, and I think that's where
25 Mr. Brown has an issue here.

1 And if the Canadian Court has entered a stay and
2 Mr. Brown has issues with that stay, he can move to lift the
3 stay.

4 MR. BROWN: So, Your Honor, the Canadian court
5 order was a negotiated deal, as I understand what happened.
6 And it was acknowledged that the Canadian stay would not
7 encumber the assets in the United States and it wouldn't
8 impose or seek to inhibit my client's use of the equipment.

9 Now that they're coming to the United States and
10 seeking a stay over equipment that they can't prove that they
11 have title to or that they have an interest in -- "they," the
12 debtor, has an interest in -- it's just inappropriate on this
13 record. A bald declaration that says, We have an interest in
14 this equipment, in light of all of the history that has
15 occurred, of which the receiver is aware, is inappropriate.

16 THE COURT: But I have no record before me that
17 your client owns the equipment, either.

18 MR. BROWN: I understand that, Your Honor, but
19 with me standing here on a day's notice telling you that
20 Antamex does not own it, and without them demonstrating to
21 you that they do own it, it's inappropriate for them to
22 obtain a stay over who has been occurring, even with the
23 consent of the Canadian Court in the United States.

24 The Canadian Court is aware that there's equipment
25 in Connecticut. The Canadian Court is aware that it entered

1 a stay of the parties' activities in Canada. The Canadian
2 Court is aware that it did not enter a stay in the United
3 States, as I understand the record to be, Your Honor.

4 And if my partner Mr. Lamek is on the line, I'll
5 ask him to supplement it, in the event I'm mistaken.

6 MS. MOSS: Your Honor, if I may just interrupt for
7 one moment?

8 THE COURT: Yes.

9 MS. MOSS: I would like to give Canadian counsel
10 to the foreign representative the opportunity to speak to the
11 status of the Canadian proceedings with respect to this
12 issue.

13 Mr. Rogers is on the line and we'd like to give
14 him the opportunity to interject if the Court would be
15 willing to hear him?

16 THE COURT: Yes, because you're putting before me
17 an issue right now that I don't have evidence and I need some
18 type of understanding, in order to make an expedited ruling
19 today.

20 Mr. Rogers?

21 MR. ROGERS: Thank you, Your Honor. I appreciate
22 the opportunity to make some submissions to assist in
23 clarifying the matter.

24 To sort of level set, the motion to appoint the
25 receiver, the application to appoint the receiver, was

1 brought by, as Your Honor's aware, BVC, a secured creditor.
2 There was a series of adjourned hearings that led to the
3 conclusion where we're at now.

4 The initial order that was granted by Mr. Justice
5 Black (phonetic) was a partial receivership order over just
6 the equipment in the United States.

7 My friend Mr. Brown, when he says that it was
8 never the intention of the Canadian Court to have the stay
9 applied to the assets in the United States, is inconsistent
10 with the record that's before Your Honor and that was before
11 the Canadian Court.

12 For purposes of a Chapter 15 proceeding, as Ms.
13 Moss has said, is to further evidence and enforce the stay
14 that's already in existence. It's not to expand it. It's
15 not to modify it. It's not to amend it, but rather, to
16 (indiscernible) the evidence, what's already there.

17 So the statement that, Well, this was never the
18 intention of the parties, it was never the intention of the
19 Canadian Court, that wouldn't seem to be consistent with the
20 partial receivership order that was granted by Justice Black
21 over the U.S. equipment itself. And if Your Honor's had an
22 opportunity to read Justice Black's endorsement, that is his
23 opinion; he clearly articulates that, that there's a matter
24 of urgency in having the receiver appointed over the
25 equipment to maintain the *status quo*, to provide a platform

1 to either, (A), have a negotiated resolution with the parties
2 claiming an interest in the property, which has been fully
3 disclosed to the Canadian Court and to this Court, or (B),
4 providing a platform to adjudicate that matter.

5 And what the Chapter 15 -- or what the Chapter 15
6 application does, it doesn't seek to change that *status quo*,
7 but rather, provide a platform to have an adjudication in the
8 Canadian Court, recognizing, of course, to the extent this
9 Court thinks it's appropriate to do so.

10 Again, I appreciate the opportunity to provide
11 those clarifying remarks. I'd be happy to take Your Honor
12 through the specific evidence if that would be of assistance.

13 THE COURT: Yes. Mr. Rogers, would you show me,
14 refer me to the partial receivership order, where it
15 addresses this?

16 MR. ROGERS: Yes, Your Honor. If you'd be kind
17 enough to just grant me a few seconds to pull up the record,
18 I'd be grateful.

19 (Pause)

20 MR. ROGERS: I was trying to find -- it's
21 Exhibit B to the endorsement of the foreign representative's
22 declaration. I'm just trying to find it on my screen; again,
23 I apologize for the delay, Your Honor.

24 I think if I could draw your attention to it, I
25 guess it's a -- I'm looking at a PDF document.

1 THE COURT: Okay.

2 MR. ROGERS: I'm looking at page 76 of the PDF.
3 It's Exhibit C.

4 And I apologize, I'm not sure what Your Honor has
5 before you, or else I'd be more specific in the reference,
6 but it's entitled, at the top of it is "Exhibit C to the
7 foreign representative order."

8 Oh, here it is, page 48 of 88. I see that there
9 is a --

10 THE COURT: It's Docket 4 --

11 MR. ROGERS: -- pagination on the exhibit.

12 THE COURT: -- page 48 of 88?

13 MR. ROGERS: That's correct, Your Honor. It
14 should be entitled -- you should see a court order there?

15 THE COURT: Correct. "Appointing receiver of U.S.
16 property only."

17 MR. ROGERS: Appointing receiver of U.S. property
18 only; that's exactly right, Your Honor.

19 So this is the partial receivership order that was
20 appointed. And, again, the genesis of it was, an application
21 was brought to appoint the receiver over everything. An
22 adjournment was sought, essentially by certain sureties or
23 bonding companies that said, Hey, we might actually prefer to
24 fund this, because it might ultimately be cheaper for us than
25 paying on the bonded amounts.

1 And their interim resolution was, well, at least
2 get appointment over the U.S. property, because that's the
3 urgent one, and that's what Justice Black was able to
4 accommodate, and the partial receivership order reflects that
5 accommodation.

6 Now, to further assist the Court, I'd just draw
7 your attention to the endorsement that was included. The
8 reason, again, this is Justice Black's reasons.

9 I'm just going to ask my colleague to see the
10 endorsement letter -- see if he can provide the endorsement.

11 (Pause)

12 MR. JASPER: I think you're referring to page
13 (indiscernible).

14 MR. ROGERS: Let me see.

15 Thank you, Counsel. Just let me double-check
16 that.

17 (Pause)

18 MR. ROGERS: I think it's at -- and, again, I
19 apologize for the time I'm taking in taking to the
20 evidence --

21 THE COURT: No. No. It's important.

22 MR. ROGERS: -- I'm just not as -- I'm just less
23 comfortable.

24 MS. MOSS: I believe it starts at page 43 of 88,
25 the endorsement.

1 MR. ROGERS: 43 of 88, right. Okay.

2 I'm just -- if, again, if I could just ask Your
3 Honor's kind indulgence?

4 THE COURT: Certainly.

5 MR. ROGERS: I'll find where Justice Black
6 discussed the landlord issues and I'll take you to that.

7 (Pause)

8 MR. ROGERS: Okay. If I could ask Your Honor to
9 look at page 45 of 88, if I could draw your attention to
10 paragraph 26 of Justice Black's reasons, and I'll happily
11 take you through that once you have gotten there.

12 THE COURT: I am there. Go ahead.

13 MR. ROGERS: Okay. So in Antamex's submissions,
14 it had asserted that there was no risk to the EDC collateral
15 if it sits idle in the Norwich glass plant for the next two
16 weeks, such that EDC's position, relative to the EDC
17 collateral, will not be prejudiced by a two-week adjournment.

18 This is Antamex, of course, the debtor, responding
19 to EDC's application. Paragraph 27:

20 The landlord's position, as I perceive it, does
21 not quite go that far. And maybe the landlord would be
22 content to wait for an additional brief period of time,
23 before taking any steps with respect to the EDC collateral,
24 but fairly, the landlord wishes to engage in the discussions
25 with the parties to understand the options of the plan going

1 forward.

2 In my view, the landlord's position is in keeping
3 with a reflective -- with, and reflective of the status of
4 the matter, generally, when it comes before me; that is, my
5 sense was that discussions that had commenced between and
6 among the key players here, were incomplete at the time of
7 the hearing.

8 And then he kind of goes on to say, you know, that
9 this one-hour hearing, and so on and so forth.

10 The point of this reference that I'm trying to
11 show Your Honor is that the idea that this receivership
12 wasn't intended to impact the U.S. collateral is simply
13 inconsistent with the record.

14 So if I could take you to paragraph 38 that's at
15 the top of page 47 of 88.

16 THE COURT: Uh-huh.

17 MR. ROGERS: (Indiscernible) discussions with the
18 landlords to allow the parties to understand the nature and
19 extent of the landlord's willingness to cooperate with
20 respect to the EDC collateral and the collateral landlord to
21 understand what kind of orderly approach may be available
22 relative to the EDC collateral.

23 With this regard, I'm asking -- I am taking
24 Mr. Bissant (phonetic) -- and Mr. Bissant is counsel to the
25 landlord in the -- in Canada. That is where the landlord is

1 prepared, so long as it's included in the discussions, to
2 refrain from taking precipitous steps relative to the EDC
3 collateral. And then it was -- and this was sort of in
4 connection with the initial adjournment and then at a later
5 time, the partial appointment order that I took you to, that
6 is what was essentially the interim step to make sure this
7 collateral was protected.

8 So it was always intended. It was always very
9 clear, frank, and candid, to the landlord's counsel, to the
10 Court that the receivership was not only intended to address
11 the U.S. collateral; it was a primary driver in doing so and
12 the declaration of Mr. Williams sets that out quite clearly.

13 So, again, we would sort of echo the concerns of
14 Mr. Brown and Your Honor that there's no attempt to expand or
15 enhance what the Canadian say it was, but simply make sure
16 it's reflected in evidence. And that will give us an
17 opportunity to either, (A), continue discussions to what we
18 would hope would be a consensual resolution of these
19 ownership issues, or (B), set an appropriate way to
20 adjudicate those matters in the Canadian Court and have the
21 result of that adjudication recognized in this Chapter 15
22 case, to the extent Your Honor is agreeable to do so.

23 THE COURT: Let me just ask a few factual
24 questions.

25 So the endorsements go on to say:

1 I expect the current *status quo* to stay remain in
2 place between now and March 4 to allow for the discussions.

3 So let me ask this: Did the partial receivership
4 order, was that subsumed in the further order?

5 MR. ROGERS: That's correct.

6 And if you actually look at the further order,
7 you'll see that it's an amended and restated order. So what
8 Justice Black did is he superseded an old relevance order to
9 the partial receivership order, limited to the collateral in
10 the United States. The amended and restated order includes
11 all collateral, including the collateral in the United
12 States.

13 At no point was that collateral carved out. At no
14 point was that collateral intended to be carved out, and the
15 record is crystal clear on that point, Your Honor.

16 THE COURT: Mr. Brown?

17 MR. BROWN: Antamex, as the debtor, has not
18 demonstrated to the Canadian Court or to this Court that it
19 has any interest in this equipment, that it ever had any
20 interest in this equipment.

21 The purchase orders from manufacturers are not
22 purchase orders in Antamex's name; the receiver notes that.

23 THE COURT: But --

24 MR. BROWN: There was never a transfer of title to
25 the equipment from the purchaser of that equipment to

1 Antamex.

2 Antamex just simply doesn't have an interest. So
3 the idea of having a high-level conversation about U.S.
4 equipment and U.S. assets -- as interesting as it pertains to
5 the bank account, maybe, because nobody disputes that Antamex
6 may have an interest in the bank account -- but with respect
7 to this equipment, it just doesn't have any interest. And
8 any court order that doesn't follow an evidentiary hearing,
9 having a determination over who owns that equipment, is
10 inappropriate and based on a lacking record.

11 So if the idea is to continue to negotiate or have
12 a negotiation -- I'm not saying there's negotiations ongoing;
13 that would be inappropriate -- that's fine. If the idea is
14 to schedule an evidentiary hearing to finally resolve who
15 owns that equipment in Canada, that's fine, and we're happy
16 to engage in that discussion if we're have party to it.

17 But I think as the record suggests, the landlord
18 was a party to those discussions, not its subsequent tenant.
19 But we would participate in those proceedings.

20 There's no discussion in the Canadian order that
21 the equipment shouldn't be used. There's no order, as far as
22 I know, in the Canadian order prohibiting the use of that
23 equipment or prohibiting the landlord from disposing of that
24 equipment.

25 And in order to maintain the *status quo* that

1 exists as of two days ago, a should not be entered, enjoining
2 the current party in possession use of that equipment and
3 continuing to possess and use that equipment.

4 MS. MOSS: Your Honor, if I may respond briefly?

5 THE COURT: Yes, please.

6 MS. MOSS: We're not here today to litigate the
7 ownership of that property.

8 THE COURT: I appreciate that.

9 MS. MOSS: Yes.

10 And yet, Counsel is making statements to the Court
11 with respect to documents in evidence that demonstrate that
12 the debtor is not an owner of that property. Obviously, Your
13 Honor, that is not an issue for today and it is an issue to
14 be resolved by the Canadian Court, not by this Court.

15 All we are asking for today, Your Honor, is to
16 have the Canadian Court's orders, as Mr. Rogers very
17 carefully went through with the Court, recognized for the
18 purpose of this 21-day period, between the entry of the
19 provisional order and a final hearing. There's no additional
20 relief being requested.

21 To the extent that the Canadian Court has
22 addressed these issues, the provisional order will simply
23 give recognition during that period to what -- to the
24 enforcement of those orders that have already been entered by
25 the Canadian Court. We're not asking this Court to do

1 anything further than that.

2 And I would also note for the record that
3 Mr. Brown does not represent the landlord in this case; he
4 represents the tenant, who is currently in the premises and
5 may be using the property -- I don't know if it is or not --
6 but he is not -- his client is not the one claiming ownership
7 rights to this property. That party is not here today.

8 So I don't think it is appropriate for Mr. Brown
9 to be asserting issues for a party that he does not
10 represent.

11 THE COURT: As I articulated earlier, my concern
12 here is enforcement of a Canadian order. And what I'd like
13 to know, specifically, is the stay provision in the amended
14 and restated order.

15 Can somebody point that to me quickly?

16 MR. JASPER: Your Honor, I believe it's in
17 paragraphs 8 to 10 of that order.

18 (Pause)

19 THE COURT: Okay. I do agree that, obviously,
20 there's a dispute here and wherever that dispute takes the
21 parties, it's not before this Court today.

22 This Court -- the purpose of today's hearing is a
23 recognition hearing and I have evidence before me today
24 sufficient to enter the provisional order. And it looks to
25 me that paragraphs 8, 9, 10, 11 all address stay-related

1 issues and interference with the receiver.

2 MR. JASPER: I'm sorry to interrupt, Your Honor.

3 I would just also apply paragraph 12 of the
4 amended and restated order, which talks about the
5 continuation of services, as being in the nature of stay
6 (indiscernible).

7 THE COURT: So, as I had previously indicated,
8 this Court need not restate what's set forth in these orders.

9 So let me just first say that based on the motion,
10 the declaration of the foreign rep, and Mr. Rogers, as well
11 as the representation of counsel, the foreign representative
12 has satisfied his burden for provisional relief. So it's
13 clear the debtor would suffer irreparable harm absent
14 provisional relief, it's necessary to protect the debtor's
15 assets, the interests of the creditors, and preserve the
16 status quo. In addition, public interest favors interim
17 recognition.

18 So I'll grant the relief, but I do have to modify
19 this form of order.

20 So, first of all, with respect to the proposed
21 form of order, this form of order, as a preliminary matter, I
22 would ask that you insert a paragraph before paragraph 1 that
23 states the motion is granted as set forth herein.

24 With respect to paragraph 1 of the proposed order,
25 it is specifically tailored to address Section 362 and 365

1 issues and, while I would prefer that parties actually mirror
2 the language in the statute, I think that the proposed
3 language in paragraph 1(b), (c), and (d) is substantially
4 similar to the Code that it is acceptable.

5 In paragraph 1(d), I'd ask that you remove the
6 references to licensors and licensees. Those are not
7 referenced in paragraph 365(e).

8 With respect to subsections (e), (f), and (g), as
9 I've noted, my concern here is that the Canadian order, which
10 I just looked at again, is to be given full force and effect,
11 and those provisions are very clear in the Canadian order and
12 that they do not need to be repeated here. Furthermore, in
13 paragraph 2 of the provisional order, it attaches the order
14 as Exhibit A. So I'd ask that you strike (e), (f), and (g)
15 from this form of order.

16 Similarly, I'd ask that you strike paragraph F.
17 Paragraph F is a recitation of paragraphs 5 and 6 in the same
18 order -- or, excuse me, paragraph H is a recitation of 5
19 and 6 in the same order.

20 So, unless somebody tells me that I'm incorrect in
21 my interpretation of the Canadian order, those are the
22 modifications that I would ask to this order.

23 MR. JASPER: Your Honor, I guess I just have a
24 question for you on that. On E, we reference specifically
25 paragraphs 3(b) and 12 of the appointment order, and I think

1 the substance of what you're saying -- correct me if that's
2 not correct -- is that the provisional relief will follow
3 form to what is contained in 3(b) and 12. And that's really
4 the same as to F and G, it's not that that relief is being
5 denied provisionally, it's that -- it's simply in the
6 Canadian order and, to the extent it's in the Canadian order,
7 it will provisionally during the --

8 THE COURT: Exactly, because it's given -- I'm
9 recognizing order, I'm giving you the provisional relief; you
10 don't need to restate it here. And I do believe that Mr.
11 Brown's argument here today is exactly the type of thing
12 we're trying to avoid, is the Canadian court has already
13 spoken on this, this Court doesn't need to restate what has
14 been stated in the order.

15 MR. JASPER: Your Honor, understood. And, with
16 that clarification, I would agree that paragraph 6 of the
17 proposed order, you know, does meet our intention, which was
18 that E, F, and G simply parallel the relief that is in the
19 Canadian order.

20 THE COURT: Right. And that -- I mean, that is
21 essentially what we're doing here, we are recognizing on a
22 provisional basis the relief that has been granted by the
23 Canadian court.

24 MR. BROWN: It's not my intention to interfere
25 with this colloquy, Your Honor, about the order

1 (indiscernible) discussions over. I want to circle back to
2 the last thing that Ms. Moss stated to make sure the record
3 is complete.

4 THE COURT: Certainly.

5 MR. BROWN: So, Your Honor, as I mentioned --
6 again, Stuart Brown for Glass Enterprises, Northeast -- so
7 Glass Enterprises is in fact the tenant of the property.
8 Glass Enterprises purchased the equipment from the landlord.
9 So that the record is complete, Glass Enterprises is the
10 owner of the equipment and has standing (indiscernible).

11 MS. MOSS: Your Honor?

12 THE COURT: Yes.

13 MS. MOSS: We appreciate Counsel's representation.
14 I don't believe we have any documentary evidence with respect
15 to that, but, again, I don't believe that question is before
16 the Court here today.

17 THE COURT: And I don't think Mr. Brown is saying
18 that. It sounds to me --

19 MR. BROWN: I just didn't want to be subject to a
20 later argument later that I didn't correct the record or
21 complete the record today, Your Honor.

22 THE COURT: Understood, understood, Mr. Brown.

23 Can I ask -- and I understand that we are not
24 addressing the merits of this and we are only here before
25 this Court on provisional relief, but what is the status in

1 Canada of this dispute between these parties?

2 MS. MOSS: May I defer to Mr. Rogers?

3 MR. BROWN: Your Honor --

4 MR. ROGERS: Your Honor --

5 MR. BROWN: -- I was just going to say, Mr. Lamek
6 is not on the Zoom, so I don't have a counter position to
7 recite to Your Honor, but --

8 THE COURT: Okay. I was just curious whether I'm
9 going to see something soon or if this is proceeding forward
10 in Canada.

11 MR. BROWN: I think I heard Ms. Moss state that
12 she agrees with us that the resolution of the title to the
13 equipment is an issue that should be joined and litigated in
14 Canada.

15 MR. ROGERS: I think Your Honor's question is just
16 a factual one, was there anything currently before the
17 Canadian court with respect to this dispute. Your Honor,
18 there's nothing currently before the Canadian with respect to
19 this dispute.

20 THE COURT: Okay. Thank you.

21 MR. BROWN: Your Honor, we'd be happy to meet and
22 confer with both Canadian and U.S. counsel to discuss
23 scheduling and the appropriate jurisdiction for that dispute
24 following today's hearing, and either submit a scheduling
25 order here or submit a joint scheduling order. I don't know

1 if there's an intention to propose a protocol between the two
2 ports or not, but we'd be happy to meet and confer with
3 counsel.

4 MS. MOSS: Your Honor, I'm going to again defer to
5 Canadian counsel and to Mr. Brown's Canadian counsel
6 potentially to confer about what proceedings, if any, should
7 proceed in the Canadian court.

8 THE COURT: Okay. Well, I'll just let the record
9 reflect that Glass Enterprises has offered to confer with
10 respect to this issue.

11 MR. BROWN: And I see Mr. Lamek, my Canadian
12 partner, has now joined the Zoom. I think, Mr. Lamek, we've
13 resolved all the issues for today.

14 (Laughter)

15 MR. BROWN: Unless Your Honor has --

16 MR. LAMEK: I apologize.

17 MR. BROWN: -- unless Your Honor has any questions
18 for Mr. Lamek.

19 THE COURT: No, I don't.

20 MR. LAMEK: I apologize, Your Honor, I was trapped
21 in Canadian court on another matter --

22 THE COURT: I didn't even --

23 MR. LAMEK: -- but I'm happy --

24 THE COURT: -- know that you weren't here, sir.

25 MR. LAMEK: Well, I wasn't, but Mr. Rogers and --

1 THE COURT: You were ably represented by counsel
2 in Delaware.

3 MR. BROWN: Thank you, Your Honor.

4 MR. LAMEK: Mr. Rogers and I go way back, so we
5 can confer and set a schedule between ourselves in Canada
6 without issue.

7 THE COURT: Okay. Thank you very much.

8 MR. JASPER: Your Honor, can I just beg your
9 indulgence on just one point? You mentioned striking (e),
10 (f), and (g), and I think you also mentioned striking (h),
11 and I think the point was that paragraph 6 --

12 THE COURT: Five --

13 MR. JASPER: -- provide --

14 THE COURT: -- and six.

15 MR. JASPER: Five and six. I guess the one
16 question I would have is that the beginning -- the first
17 sentence of paragraph (h) provides that, notwithstanding any
18 provision in the bankruptcy rules to the contrary, the
19 provisional relief order shall be immediately effective and
20 enforceable upon entry, I'm not sure that the immediately
21 enforceable point is contained in paragraph 5. I would
22 propose that we move that into paragraph 5, if Your Honor
23 does not object to that.

24 You know, effectively, this is addressing the
25 issue of a potential 14-day stay.

1 THE COURT: So where it says in 6, the terms and
2 conditions of this order shall be immediately effective and
3 enforceable upon its entry, you don't think that captures
4 what was meant in paragraph (h) (1)?

5 MR. JASPER: I apologize, Your Honor, I missed the
6 language in 6 --

7 THE COURT: Okay.

8 MR. JASPER: -- I agree.

9 THE COURT: Look, you can certainly disagree with
10 me, I have no -- I just thought that that said the same
11 thing.

12 MR. JASPER: No, you're right, Your Honor, my
13 mistake.

14 THE COURT: No worries, sir.

15 MR. JASPER: I agree with you.

16 THE COURT: Okay, terrific.

17 Okay. So, with those modifications, I'm happy to
18 enter this order. I would just ask that you run a clean and
19 blackline, and submit it under certification, Mr.
20 Desgrosseilliers. And I'm assuming you're going to get that
21 to us promptly today?

22 MR. DESGROSSEILLIERS: Your Honor, yes, we'll
23 submit it under certification after all counsel has taken a
24 look.

25 THE COURT: Okay, terrific. Thank you.

1 MR. JASPER: And, Your Honor, I'll turn matters
2 over to Ms. Moss to address the next motion on the calendar,
3 unless you have any further comments or questions.

4 THE COURT: No. And thank you for responding to
5 my inquiries, Mr. Jasper.

6 Ms. Moss?

7 MR. JASPER: Thank you, Your Honor.

8 MS. MOSS: Yes, Your Honor, to Agenda Item
9 Number 3, which is the motion of the foreign representative
10 for the authority to redact certain personal identifying
11 information on the master service list filed with the Court.

12 Your Honor, in conjunction with the petition and
13 in accordance with the bankruptcy rules, the foreign
14 representative filed its consolidated verified list, which
15 included a master service list of notice parties. In this
16 motion, we seek to redact the personal information, including
17 the names, addresses, and email addresses, of any individuals
18 on the service list. Section 107(c)(1) of the Code
19 authorizes this Court, in its discretion, to grant this
20 relief. We believe this relief is appropriate because
21 disclosing this information could be used by third parties,
22 among other things, to perpetrate identity theft or locate
23 survivors of domestic violence, harassment, or stalking who
24 have otherwise taken steps to control the information
25 regarding their whereabouts.

1 So, Your Honor, with that, we ask that the Court
2 grant this motion.

3 THE COURT: Okay. Let me ask, does anyone want to
4 be heard with respect to the form of this motion?

5 (No verbal response)

6 THE COURT: Okay. I had a question -- let me ask,
7 has the Trustee signed off on the form of the motion orders
8 today, the United States Trustee?

9 MR. DESGROSSEILLIERS: Your Honor, it's Mark
10 Desgrosseilliers. Mr. Lipshie is on, I'll let him speak --

11 THE COURT: Oh --

12 MR. DESGROSSEILLIERS: -- but we did provide it to
13 the Trustee and he was gracious enough to look at it,
14 including over weekends and at nights --

15 THE COURT: Okay.

16 MR. DESGROSSEILLIERS: -- yes. I'll let him
17 respond. I apologize.

18 MR. LIPSHIE: Good morning, Your Honor --

19 THE COURT: Good morning.

20 MR. LIPSHIE: -- Jonathan Lipshie, Office of the
21 United States Trustee. As Counsel said, we did confer on all
22 of these orders, and we made modifications and we have signed
23 off.

24 THE COURT: Okay. Thank you.

25 I have no issue with the proposed form of order,

1 but I note -- and maybe I misunderstood -- I thought Ms. Moss
2 said names, addresses, and emails, but the order provides for
3 just email addresses and home address.

4 MS. MOSS: The order provides for -- I'm sorry,
5 Your Honor -- okay --

6 MR. LIPSHIE: Your Honor --

7 MS. MOSS: -- if we can --

8 MR. LIPSHIE: -- if I may, I believe she did
9 misspeak because we would not have agreed to names --

10 THE COURT: Right.

11 MR. LIPSHIE: -- it was just the addresses and the
12 email addresses.

13 MS. MOSS: Okay.

14 MR. LIPSHIE: If it's something different than
15 that, I -- you know, I have something to say, but I think
16 Ms. Moss may have misspoke, but she can speak for herself.

17 THE COURT: All right. Thank you.

18 MS. MOSS: Yes, yes, Your Honor, we agree. I
19 mean, I believe the order is correctly stated that it should
20 be the addresses and email addresses --

21 THE COURT: Okay.

22 MS. MOSS: -- not the names.

23 THE COURT: All right. Thank you.

24 MS. MOSS: I apologize.

25 THE COURT: No worries. My only concern -- and

1 this is kind of a procedural question -- paragraph 5 says the
2 unredacted version of all such documents are to be filed
3 within five business days, my concern with that, if it's
4 something that's scheduled for a hearing that's redacted,
5 that's going to be a week out of your hearing and the Court
6 is not going to see it. So I wondered if we could truncate
7 this five business days.

8 MS. MOSS: Certainly -- certainly --

9 THE COURT: It's not an issue with like
10 certificates of service, but if it's a document that
11 ultimately contains a name, it's -- or information like an
12 address of a creditor or something like that, it may make a
13 difference. So I just throw that out there. And --

14 MR. DESGROSSEILLIERS: And, Your Honor --

15 THE COURT: Go ahead, Mr. Desgrosseilliers.

16 MR. DESGROSSEILLIERS: I was going to say, we're
17 happy to make that accommodation. I think we can do it as
18 soon as reasonably practicable or something to that effect --

19 THE COURT: That's fine.

20 MR. DESGROSSEILLIERS: -- (indiscernible) the
21 unredacted --

22 THE COURT: Yeah. I mean, you'll --

23 MR. DESGROSSEILLIERS: -- our intent was not to
24 make it unavailable to certainly the Court and the U.S.
25 Trustee, and to anyone else who, you know, has an appropriate

1 need for it, and subject to suitable confidentiality
2 agreements.

3 THE COURT: Okay, terrific. Thank you. I think
4 that works. That gives you some flexibility, but -- I mean,
5 you're going to recognize if it's something the Court needs
6 to see or not. So, thank you.

7 MS. MOSS: We'll make that revision. Thank you,
8 Your Honor.

9 And then, if I may, I would move on to Agenda Item
10 Number 4, that would be the motion of the foreign
11 representative regarding scheduling and noticing matters.

12 First, Your Honor, with respect to notice, we ask
13 that the Court approve the form of notice that was attached
14 to the motion, and we propose providing copies of that
15 notice, along with the verified petition and the proposed
16 final order, the motion for provisional relief and the
17 provisional order, as entered, as well as the appointment
18 order of the Canadian court, to all parties on the mater
19 service list. If email addresses are available, we propose
20 to give notice by email and, going forward in the case, the
21 foreign representative with a limiting notice to the core
22 noticed parties identified in the motion.

23 THE COURT: Okay. Let me ask you about the
24 notice. Does it -- particularly given Mr. Brown's comment
25 today about not having previously been aware of the Canadian

1 filing, it's important to me, though, to ensure that service
2 is made to the appropriate parties, and I'm assuming that's
3 something that the foreign representative has scrubbed here.

4 MS. MOSS: Yes, Your Honor, I understood Mr. Brown
5 to be saying that they weren't advised in advance that a
6 Chapter 15 would be filed, not that they didn't --

7 THE COURT: Oh, okay --

8 MS. MOSS: -- have notice --

9 THE COURT: -- all right.

10 MS. MOSS: -- of the Canadian proceedings. And,
11 yes, I believe Mr. Brown's client, the landlord, all of the
12 parties that are interested in this equipment issue in
13 Connecticut are all on the service list --

14 THE COURT: Okay.

15 MS. MOSS: -- is my understanding.

16 THE COURT: And one of the things that
17 Mr. Desgrosseilliers recognized is that, with respect to
18 Chapter 11 cases, we have requirements with respect to
19 service of certain governmental entities, and it seems to me
20 that that type of service should apply in a 15 case as well
21 when they're related to certain states, for example, having
22 membership interest in a Delaware LLC or property in
23 Connecticut.

24 MR. DESGROSSEILLIERS: Your Honor, it's Mark
25 Desgrosseilliers for the record. I can tell Your Honor that

1 we have included the kind of standard Chapter 11 governmental
2 entities in the service list. We can certainly add in -- and
3 it hadn't occurred to me and it probably should have -- any
4 Connecticut, relevant Connecticut governmental entities as
5 well. I don't think there are any New York entities that are
6 implicated here, Your Honor, but I can talk to Ms. Moss and
7 her team about that, and Mr. Rogers as well, to make sure we
8 have them all.

9 But I just wanted to assure Your Honor that we did
10 include the usual -- as Your Honor will recall, the IRS, the
11 SEC, all the usual suspects, the Attorney General, for
12 Delaware, the U.S. Attorney for Delaware, and those
13 individual -- or those governmental entities.

14 THE COURT: Okay, terrific. Thank you.

15 MS. MOSS: Your Honor, with respect to scheduling,
16 Rule 2002(q)(1) requires that at least 21 days' notice of the
17 final hearing be given, and our thoughts are that allowing
18 for two to three days for the foreign representative -- well,
19 for us to get final orders and then to complete service, and
20 then of course taking into account the Memorial Day holiday,
21 we were thinking that it would be appropriate for the Court
22 to hold a hearing on or after May 28th, with objections due
23 seven days prior to the hearing date.

24 THE COURT: Well, unfortunately, I'm out the end
25 of that week, but I would be happy to give you June 3rd or 4.

1 MS. MOSS: Okay. I'm just checking a calendar
2 here. I believe that that would be fine from my perspective,
3 Your Honor. May I --

4 THE COURT: Certainly.

5 MS. MOSS: -- ask whether the foreign
6 representative, and whether Canadian counsel and Delaware
7 counsel would all be available -- and Mr. Jasper at that
8 time.

9 MR. JASPER: If I could speak briefly, I --
10 the 3rd would work for me. I am in a mediation all day on
11 the 4th.

12 MR. ROGERS: The 3rd is fine for me, Ms. Moss.

13 MR. DESGROSSEILLIERS: Your Honor, I'm available
14 at the Court's convenience either day, but the 3rd works.
15 Thank you.

16 MR. WILLIAMS: The 3rd and 4th is fine for us as
17 well, Your Honor.

18 MR. LIPSHIE: Your Honor, I'll be flying back from
19 the South of France on the 3rd, so -- the 4th is okay, but I
20 think we can cover it, if necessary.

21 THE COURT: Can we go off the record a second? I
22 said the 4th, but I may have an issue on the 4th.

23 (Recess taken at 10:45 a.m.)

24 (Proceedings resumed at 10:48 a.m.)

25 THE COURT: Okay, my apologies, everyone. I just

1 wanted to make sure I didn't already give a date away.

2 Would everyone be available on the 4th?

3 MS. MOSS: I believe Mr. Jasper has indicated he
4 has a mediation that day, Your Honor.

5 THE COURT: Oh.

6 MR. JASPER: I'm sorry, Your Honor.

7 THE COURT: No, no, no, that's okay. I'm trying
8 to accommodate the United States Trustee's Office.

9 Can it be as late as the 5th?

10 MR. DESGROSSEILLIERS: Your Honor, Mark
11 Desgrosseilliers. Is it okay for me if it could be the
12 afternoon? I apologize. It's getting busy here, as Your
13 Honor knows.

14 THE COURT: Understood. I could do the 5th
15 at 1 o'clock.

16 MR. DESGROSSEILLIERS: That should work, Your
17 Honor.

18 MR. JASPER: That would work for me, Your Honor.

19 MS. MOSS: Mr. Rogers? Mr. Williams?

20 MR. ROGERS: That's fine for me, Your Honor.

21 MR. WILLIAMS: That works for us as well, Your
22 Honor.

23 THE COURT: Okay, then let's do the 5th
24 at 1 o'clock.

25 MS. MOSS: Is there a conflict for you?

1 MR. DESGROSSEILLIERS: Your Honor, Mark
2 Desgrosseilliers again, just -- and we'll get to this, I'm
3 sure, but I assume that objections then can be set for one
4 week prior, in accordance with the local rules, does that --

5 THE COURT: Yes.

6 MR. DESGROSSEILLIERS: -- work for Your Honor?

7 Okay, thank you.

8 THE COURT: And I'm going to -- so I'm going to
9 block you out the 5th at 1 o'clock.

10 And, Mr. Desgrosseilliers, if it becomes apparent
11 that you need additional time that afternoon, can you please
12 let us know?

13 MR. DESGROSSEILLIERS: Your Honor, as soon as we
14 are aware if we'll need additional time, we'll let chambers
15 know, yes.

16 THE COURT: Okay.

17 MR. DESGROSSEILLIERS: And, Your Honor, I assume
18 it will be blocked for, what, basically like a couple -- two
19 hours, is that what --

20 THE COURT: Yes.

21 MR. DESGROSSEILLIERS: -- Your Honor was thinking?
22 And then if we need additional --

23 THE COURT: Right, but I see Mr. Brown might want
24 to be heard on this issue.

25 MR. BROWN: No, not on this issue.

1 MR. DESGROSSEILLIERS: I presume so as well.

2 MR. BROWN: Not on the scheduling issue, no.

3 THE COURT: Okay.

4 MR. DESGROSSEILLIERS: It may be significant, I
5 apologize for the background noise, for the amount of time
6 that we need, but I'll discuss that with Mr. Brown too.

7 MR. BROWN: I'm sorry, Mr. Desgrosseilliers, we
8 couldn't hear you at counsel table. I was saying I don't
9 have anything to add or interfere with with respect to
10 scheduling.

11 MR. DESGROSSEILLIERS: No, I understood. Thank
12 you, Mr. Brown. I was just suggesting that we may want to
13 talk about timing because your client may have some issues
14 with respect to final. So we can work that out and then
15 discuss with chambers.

16 MR. BROWN: Yes. I guess with respect to that,
17 Your Honor, it's my understanding that my client owns the
18 equipment, the intention today and tomorrow, and the days
19 that come until some court tells it otherwise, it's going to
20 continue to own it, it's going to continue to use it, it's
21 going to continue to maintain it, it's going to continue to
22 insure it, and as though it owns it because it believes that
23 it does. If that's -- and I don't want to be sued for
24 violating a stay or being in contempt of this Court's order,
25 so if that's not a proper understanding, I would appreciate

1 that clarification now.

2 MS. MOSS: Your Honor, I think that to the extent
3 that Counsel believes it needs relief from the stay to take
4 any particular action that Counsel can come to this Court and
5 request it, but I do not -- you know, at this time, this is
6 the first at least that I'm hearing about their ownership or
7 purported ownership of the property, I've never seen a
8 document to that effect. So, you know, I really can't
9 comment on what Counsel's rights are at this time. And I
10 think, if Counsel wants to lay those out before this Court or
11 the Canadian court, it has every right to do that in the
12 appropriate manner, but I don't think this is the right time
13 and in the right forum for him to be doing that.

14 MR. BROWN: So the idea, Your Honor, that they're
15 seeking nothing more than to bring the Canadian proceedings
16 into the U.S. is I don't think an accurate representation of
17 their intention. Yesterday, we were using the equipment,
18 nobody sought to stay us or prevent us from using the
19 equipment. It sounds like Counsel now is saying go forward
20 at your own risk and my view is, we have no risk, and I'm
21 looking for clarification of that until a court says you
22 don't know own it.

23 MR. JASPER: Your Honor, I think it's disingenuous
24 to say -- again, I think Mr. Brown is going to the dispute
25 over ownership, I think what Your Honor has indicated is that

1 the scope of the stay imposed by the Canadian court will be
2 enforced here as to the United States assets. To the extent
3 Mr. Brown is asking for clarification that his client can
4 continue to use the property in the interim, I think,
5 frankly, what he's asking you to do is narrow the scope of
6 the Canadian order, or at least to alter it, and I think Mr.
7 Brown and his client can be guided by the scope of the
8 Canadian order that's already in place.

9 I would also point out that the order specifically
10 authorizes parties to come before the Court on seven days'
11 notice, and there is an opportunity to come back before the
12 Court, but we're not -- we are not litigating today the
13 ownership of the property and we're not litigating today the
14 scope of the Canadian order. I think what -- if I understood
15 Your Honor correctly, it stands on its own, and Mr. Brown's
16 client can review that and act in accordance at its own risk.

17 MR. BROWN: Your Honor, then we seek to have the
18 bank account be preserved for the benefit of our client, to
19 the extent that it incurs damages as a result of the
20 imposition of the automatic stay or the stay of this order,
21 and that the receiver be prohibited from taking any of those
22 proceeds out of the United States.

23 MR. JASPER: Your Honor, on that issue I'd refer
24 you to paragraph 3(b) and 12 of the appointment order.
25 Again, I understood Your Honor to be having those applied to

1 follow form with respect to the U.S. assets; that would
2 include the U.S.-based bank account.

3 And so, again, I would argue that Mr. Brown is
4 asking for a narrowing of the relief that is provided by the
5 Canadian court not to have it follow form here in the United
6 States.

7 THE COURT: Mr. Brown, why isn't your request a
8 request to the Canadian court to reconsider its stay motion?

9 MR. BROWN: Because, Your Honor, we didn't have an
10 issue with the status quo in Canada because we were -- we
11 purchased the equipment and we've been using the equipment
12 for the last -- I won't say two months because I don't think
13 it happened on the day that the Canadian receivership was
14 entered, but for the last while, and until this Chapter 15
15 was commenced we hadn't heard other than some, I'll say,
16 correspondence -- I don't want to characterize it -- from the
17 receiver that this was going to occur and that they were
18 going to seek to prohibit my client from using that
19 equipment.

20 I'm prepared to come back Monday morning, Your
21 Honor, and put evidence on. My client is in Pennsylvania,
22 the evidence is in Pennsylvania. I'm happy to come back
23 Monday morning, so as not to be put out of business when the
24 receiver can't even demonstrate that it ever owned the
25 equipment.

1 THE COURT: Mr. Brown, I think you need to file
2 whatever motion you think is appropriate.

3 MR. BROWN: I'm sorry, Your Honor?

4 THE COURT: I think you need to file whatever
5 motion you think is appropriate. But it seems to me that the
6 parties here need to confer because you have an issue that
7 isn't going away and I would suggest that you have a
8 conference about this issue, and it seems to me that it's
9 been brewing since the Canadian proceeding was filed.

10 MR. JASPER: Your Honor, I'm obviously not
11 involved in the Canadian proceeding and I would defer to
12 Canadian counsel, but I don't think we have any disagreement
13 on that front, and it is my understanding that Canadian
14 counsel has made efforts to meet and confer with respect to
15 these issues. So, frankly, I think we would be in agreement
16 with your suggestion.

17 MR. BROWN: I brought my crutch with me, Your
18 Honor -- my crutch.

19 THE COURT: Oh.

20 MR. BROWN: Your Honor, I hear Ms. Moss say we'll
21 do whatever we'll do at our own risk, and I guess we'll do
22 whatever we'll do at our own risk. If we believe that we own
23 the equipment, then Antamex doesn't have the ability to
24 prevent us, if Your Honor doesn't have the ability on this
25 record to prevent us on a mere bald allegation of an interest

1 in the equipment from the declaration. And if we believe
2 that we need stay relief, we'll file papers immediately and
3 seek an immediate hearing.

4 THE COURT: Okay. All right.

5 MR. BROWN: Thank you, Your Honor.

6 THE COURT: Thank you.

7 Does anyone else wish to be heard this morning?

8 (No verbal response)

9 THE COURT: Okay. Thank you all. We stand
10 adjourned. I will see the parties on June 4th -- or 5th, or
11 earlier.

12 MS. MOSS: 5th.

13 MR. BROWN: I was going to say --

14 MS. MOSS: Thank you very much, Your Honor.

15 THE COURT: Okay.

16 MR. DESGROSSEILLIERS: Thank you, Your Honor.

17 MS. MOSS: Thank you very much, Your Honor.

18 MR. JASPER: Thank you, Your Honor.

19 (Proceedings concluded at 10:58 a.m.)
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CERTIFICATION

1
2 We certify that the foregoing is a correct
3 transcript from the electronic sound recording of the
4 proceedings in the above-entitled matter to the best of our
5 knowledge and ability.

6
7 /s/ William J. Garling May 6, 2024

8 William J. Garling, CET-543
9 Certified Court Transcriptionist
10 For Reliable

11
12 /s/ Tracey J. Williams May 6, 2024

13 Tracey J. Williams, CET-914
14 Certified Court Transcriptionist
15 For Reliable

16
17 /s/ Mary Zajaczkowski May 6, 2024

18 Mary Zajaczkowski, CET-531
19 Certified Court Transcriptionist
20 For Reliable

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