

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

In re:

CASA SYSTEMS, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 24-10695 (KBO)

(Joint Administration Requested)

**DEBTORS' MOTION FOR
ENTRY OF INTERIM AND FINAL
ORDERS (I) AUTHORIZING THE DEBTORS
TO (A) CONTINUE TO OPERATE THEIR CASH
MANAGEMENT SYSTEM, (B) HONOR CERTAIN
PREPETITION OBLIGATIONS RELATED THERETO,
(C) MAINTAIN EXISTING BUSINESS FORMS, AND (D) PERFORM
INTERCOMPANY TRANSACTIONS AND (II) GRANTING RELATED RELIEF**

The above-captioned debtors and debtors in possession (collectively, the “Debtors”) respectfully state the following in support of this motion (the “Motion”):²

RELIEF REQUESTED

1. The Debtors seek entry of an interim order and a final order (respectively, the “Interim Order” and “Final Order”), substantially in the forms attached hereto as **Exhibit A** and **Exhibit B**, respectively, granting, among other things, the following relief:

a. authorizing the Debtors to:

i. continue to operate their Cash Management System and maintain their existing Bank Accounts (each as defined herein);

¹ The Debtors in these chapter 11 cases, together with the last four digits of the Debtors’ federal tax identification number, are Casa Systems, Inc. (8867), Casa Systems Securities Corporation (1151), and Casa Properties LLC (6767). The Debtors’ service address is 100 Old River Road, Andover, MA 01810.

² A detailed description of the Debtors and their businesses, and the facts and circumstances supporting this Motion and the Debtors’ chapter 11 cases, are set forth in greater detail in the *Declaration of Edward Durkin in Support of Chapter 11 Petitions and First Day Pleadings* and the *Declaration of Brian Whittman in Support of the Debtors’ Motions to Use Cash Collateral, Approve Bidding Procedures, and Approve the Cloud/RAN Sale, and Other First Day Pleadings*, as applicable (collectively, the “First Day Declarations”), filed contemporaneously herewith. Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the First Day Declarations, as applicable.

- ii. honor certain prepetition or postpetition obligations related thereto;
 - iii. maintain existing Business Forms (as defined herein);
 - iv. continue to perform the Intercompany Transactions (as defined herein) consistent with past practice; and
- b. granting related relief, including scheduling a final hearing to consider approval of the Motion on a final basis.

JURISDICTION AND VENUE

2. The United States Bankruptcy Court for the District of Delaware (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012. The Debtors confirm their consent, pursuant to rule 7008 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and 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 and legal bases for the relief requested in this Motion are sections 105, 345, 363, 364, and 503 of title 11 of the United States Code (the “Bankruptcy Code”), and Bankruptcy Rules 2002, 6003, and 6004, and Local Rules 2002-1, 2015-2, 4001-3, and 9013-1.

BACKGROUND OF THE DEBTORS

5. The Debtors operate a global communications technology business that offers end-to-end physical, virtual, and cloud-native 5G infrastructure and customer premise networking equipment solutions. These solutions, in turn, enable the Debtors’ customers to transform and

expand their public and private high-speed data and multi-service communications networks. The Debtors' solutions are commercially deployed in over 70 countries by more than 475 customers, including regional as well as some of the world's largest Tier 1 communications service providers, serving millions of subscribers globally.

6. On the date hereof (the "Petition Date"), each of the Debtors filed a voluntary petition for relief under sections 101–1532 of the Bankruptcy Code in the Court. The Debtors continue to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No party has requested the appointment of a trustee or examiner in these cases, and no statutory committee has been appointed.

7. Additional information regarding the Debtors' businesses, capital structures and the circumstances preceding the Petition Date may be found in the First Day Declaration.

THE CASH MANAGEMENT SYSTEM

I. Overview

8. The Debtors, together with their non-debtor affiliates (the "Non-Debtor Affiliates") and collectively the "Company"), operate a streamlined cash management system (the "Cash Management System"), a schematic of which is attached as **Exhibit C** to this Motion. The Debtors use the Cash Management System to collect, transfer, and disburse funds and to facilitate cash monitoring, forecasting, and reporting.³ The Debtors' treasury department maintains daily oversight of the Cash Management System and implements cash management controls for accepting, processing, and releasing funds, including in connection with Intercompany Transactions. The Debtors' accounting department regularly reconciles the Debtors' books and records to ensure that all transfers are accounted for properly.

³ In the ordinary course of business, the Debtors may close existing accounts or open new accounts to facilitate their cash management needs.

9. The Cash Management System is similar to those commonly employed by businesses comparable in size and scale to the Debtors to help control funds, ensure cash availability for each entity, and reduce administrative expenses by facilitating the movement of funds among multiple entities.

10. Because of the nature and operational scale of the Debtors' business, any disruption to the Cash Management System could have an immediate and significant adverse effect on the Debtors' business and operations to the detriment of their estates and stakeholders. Accordingly, the Debtors request authority, but not direction, to continue using their existing Cash Management System during the pendency of these chapter 11 cases, subject to the terms described herein.

II. The Bank Account and Flow of Funds

11. As of the Petition Date, the Company's Cash Management System comprises (i) twenty-eight (28) bank accounts (each, a "Bank Account" and, collectively, the "Bank Accounts"). Of those Bank Accounts, eight (8) are owned and controlled by the Debtors (the "Debtor Bank Accounts") and twenty (20) are owned and controlled by the Non-Debtor Affiliates (the "Non-Debtor Bank Accounts"). Three (3) of the Debtor Bank Accounts are inactive (the "Inactive Accounts"), although one of the Inactive Accounts will be used as the Debtors' adequate assurance deposit account in these chapter 11 cases with respect to their utilities providers.⁴

12. The Bank Accounts consist of the following:

- a. Eighteen (18) Bank Accounts at Bank of America, N.A. ("BoA") including all eight (8) of the Debtor Accounts;

⁴ Contemporaneously herewith, the Debtors filed the *Debtors' Motion for Entry of Interim and Final Orders (I) Prohibiting Utility Providers From Altering, Refusing, or Discontinuing Service, (II) Approving Proposed Adequate Assurance of Payment, (II) Establishing Procedures for Resolving Requests for Additional Assurance of Payment, and (IV) Granting Related Relief* (the "Utilities Motion").

- b. Six (6) Bank Accounts at Bank of China Ltd (“BoC”);
- c. Four (4) Bank Accounts at Ping An Bank Co. (“Ping An” and, together with the above banking institutions, the “Cash Management Banks”).

13. The Bank Accounts and the Cash Management System are further described in the following table:

Debtor Bank Accounts	Account Description
Main Operating Account BoA ending -2013	The Debtors maintain one main operating bank account for operations (the “ <u>Main Operating Account</u> ”). Disbursed funds across the Cash Management System mainly originate from the Operating Account.
Payroll Account BoA ending -2327	The Payroll Account is used to fund the Debtors’ payroll obligations. Disbursements from this account are limited to issuing payroll checks and automatic payroll deposits for individuals across the Debtors’ platform. The Payroll Account is funded by transfers from the Main Operating Account.
Money Market Fund Account BoA ending -0861	The money market fund account is a money market account used to earn higher interest income on excess cash available from the Main Operating Account (the “ <u>MMF Account</u> ”). The MMF Account is funded manually.
Debtor Collateral Accounts BoA ending -1581 BoA ending -4643	The Debtors maintain two collateral accounts (the “ <u>Collateral Accounts</u> ”). The Collateral Accounts hold restricted funds as cash collateral pursuant to standby letters of credit for customer contracts with Claro Colombia and Telecom Italia, and for leases for the Debtors’ leased properties. The Collateral Accounts are funded by transfers from the Main Operating Account. As of the Petition Date, the Collateral Accounts held approximately \$2.03 million in restricted funds.
Inactive/Dormant Debtor Accounts BoA ending -3536, -7491, -3928	The Debtors have three (3) inactive or dormant Debtor accounts (the “ <u>Inactive/Dormant Debtor Accounts</u> ”).
Non-Debtor Bank Accounts	Account Description
Non-Debtor Operating Accounts	The Company owns and controls seven (7) Bank Accounts across three (3) Cash Management Banks for the Non-Debtor Affiliate entities (the “ <u>Non-Debtor Operating Accounts</u> ”). The Non-Debtor Operating Accounts receive funds from

BoA -7011 BoA -7029 BoC -2677 BoC -6406 BoC -9583 Ping An -3629 Ping An -3920	customer receipts, the Main Operating Account, and other Non-Debtor Operating Accounts, and Non-Debtor Investment Accounts (as defined below). The Non-Debtor Operating Accounts disburse funds for payroll, vendors, social security, supply housing fund payments, local duties, tariffs, taxes, and service bills. Three (3) of the accounts, -2677, -3629, and -9583 are bank accounts that have separate standalone accounts for operations and investments. Thus, the accounts appear in the both the “Non-Debtor Operating Accounts” and “Investment Accounts” sections, respectively.
International Money Market Fund BoA -0617	The International Money Market Fund Account is a money market account used to earn interest income on excess cash available from the applicable Operating Account. The International Money Market Fund is funded manually from the Non-Debtor Operating Account ending -7029.
International Auxiliary Accounts BoA -4028 BoA -5014 BoA -5012 BoA -8010 BoA -0208 BoA -2014	The Company owns six (6) auxiliary accounts outside of the United States (the “<u>International Auxiliary Accounts</u>”). The International Auxiliary Accounts are funded manually, as needed, from the Non-Debtor Operating Accounts ending in -7011 and -7029. The International Auxiliary Accounts are used to fund general and administrative expenses of certain Non-Debtor Affiliates.
Investment Accounts BoC - 9583 BoC - 2677 Ping An -7273 Ping An -3629	The Company owns four (4) investment accounts outside the United States (the “<u>Non-Debtor Investment Accounts</u>”). The Non-Debtor Investment Accounts are funded from the Non-Debtor Operating Accounts ending -3920, -9583, -2677, -3629, and -6406. Profits from the Non-Debtor Investment Accounts are disbursed back to the same Non-Debtor Operating Accounts. As previously noted, three (3) of the accounts, -2677, -3629, and -9583 are bank accounts that have separate standalone accounts for operations and investments. Thus, the accounts appear in the both the “Non-Debtor Operating Accounts” and “Investment Accounts” sections, respectively.

Payroll Account BoC -9064	The Company owns one specified account to fund employee payroll obligations for Non-Debtor Affiliates (the “ <u>Non-Debtor Payroll Account</u> ”). Disbursements from the Non-Debtor Payroll Account are limited to issuing payroll checks, automatic payroll deposits, and employee equity incentives for individuals in China. The Non-Debtor Payroll Account is funded by transfers from the Non-Debtor Operating Accounts ending -3920, and -9583.
Non-Debtor Inactive/Dormant Account BoA -0304	The Company has one (1) inactive or dormant non-Debtor accounts (the “ <u>Inactive/Dormant Non-Debtor Accounts</u> ”).

III. Compliance with the Bankruptcy Code and Guidelines

A. Compliance with U.S. Trustee Guidelines and Section 345 of the Bankruptcy Code.

14. Section 345(a) of the Bankruptcy Code governs a debtor’s cash deposits during a chapter 11 case and authorizes deposits of money that “will yield the maximum reasonable net return on such money, taking into account the safety of such deposit or investment.” To comply with section 345 of the Bankruptcy Code, the Operating Guidelines and Reporting Requirements for Debtors in Possession and Trustees (the “U.S. Trustee Guidelines”) for the United States Trustee for the District of Delaware (the “U.S. Trustee”) generally require chapter 11 debtors to, among other things, deposit all estate funds into an account with an authorized depository that agrees to comply with certain requirements set by the U.S. Trustee. For deposits or investments that are not “insured or guaranteed by the United States or by a department, agency, or instrumentality of the United States or backed by the full faith and credit of the United States,” section 345(b) of the Bankruptcy Code requires debtors to obtain, from the entity with which the money is deposited, a bond in favor of the United States and secured by the undertaking of an adequate corporate surety, or “the deposit of securities of the kind specified in section 9303 of title 31,” unless the court “for cause” orders otherwise. 11 U.S.C. § 345(a)–(b).

15. The Bank Accounts are maintained at Cash Management Banks that are well-capitalized and sophisticated financial institutions. Of the Cash Management Banks, BoA, where all of the Debtors' Bank Accounts are located, is an authorized depository under the U.S. Trustee guidelines and is insured by the FDIC. All of the Bank Accounts that are not held with an authorized depository are owned by Non-Debtor Affiliates, maintained at highly-rated, global financial institutions that are widely recognized as well-capitalized and financially stable. The principal basis for the exclusion of certain of these financial institutions from the U.S. Trustee Guidelines is location—not financial soundness or stability. Indeed, all of these institutions are based outside of the United States and thus less likely to be identified by the U.S. Trustee as an authorized depository. These financial institutions are well-positioned to continue performing depository and cash management functions during these chapter 11 cases. Cause exists to allow the Debtors to continue utilizing the existing Bank Accounts consistent with historical practices.

16. The Cash Management Systems are complex and critical to the ongoing stability of the Debtors' businesses. Relocating the Cash Management Systems to U.S.-only accounts and/or an authorized depository (a) would impose an excessive administrative burden on the Company and (b) could have tax or regulatory impacts which would require extensive diligence and analysis to ensure that no unwanted or detrimental effects would stem from such a transition. The Debtors will continue to work in good faith with the U.S. Trustee to address any concerns regarding the use of these accounts on a postpetition basis.

17. Out of an abundance of caution, to the extent the Court determines that the requirements of section 345(b) of the Bankruptcy Code are not satisfied, the Debtors request a forty-five-day extension of such requirements, subject to the Debtors' rights to seek further extensions.

B. Compliance with U.S. Trustee Guidelines as to Business Forms.

18. As part of the Cash Management System, the Debtors utilize a number of preprinted business forms (the “Business Forms”), including, but not limited to, letterhead, purchase orders, invoices, and preprinted and future checks. The U.S. Trustee Guidelines require that the Cash Management Banks print “Debtor in Possession” and the bankruptcy case number on checks issued after the Petition Date. To minimize expenses to their estates, the Debtors request that the Court authorize, but not direct, their continued use of all Business Forms in existence immediately before the Petition Date, without reference to the Debtors’ status as debtors in possession. In accordance with Local Rule 2015-2, once the Debtors exhaust their existing supply of checks during these chapter 11 cases, the Debtors will, when reordering (or with respect to checks the Debtors or their agents print themselves), require or print the “Debtor in Possession” legend and corresponding bankruptcy case number on all such items.

C. Corporate Credit Card Program.

19. As part of the Cash Management System, the Debtors provide a limited number of employees and departments with access to travel and expense credit cards (the “Credit Cards”). The Debtors maintain the Credit Cards with American Express (the “Corporate Credit Card Program”). The Credit Cards are reimbursed by the Debtors. The Credit Cards issued under the Corporate Credit Card Program are used by certain of the Debtors’ employees to cover certain payments for travel expenses, such as meals and other necessary and approved company expenditures including facilities upkeep, office supplies, and utilities. The Debtors estimate that monthly expenses paid using the Credit Card amount to approximately \$100,000 and that approximately the same amount is due and payable as of the Petition Date.

20. The Corporate Credit Card Program is an integral part of the Debtors’ Cash Management System to enable the Debtors to reimburse their employees for certain expenses that

might be incurred in connection with the Debtors limited operations on a postpetition basis. Accordingly, the Debtors seek authority, but not direction, to pay any amount due and owing thereunder in the ordinary course of business on a postpetition basis on account of charges that were made under the Corporate Credit Card Program both prior to and after the Petition Date.

D. Bank Fees.

21. The Company incurs periodic service charges and other fees related to the Cash Management System (collectively, the “Bank Fees”). As of the Petition Date, the Debtors estimate that they owe approximately \$20,000 in prepetition Bank Fees. The Debtors request authority, but not direction, to pay any prepetition Bank Fees for prepetition transactions that are charged postpetition and to continue to pay the Bank Fees in the ordinary course.

E. Intercompany Transactions.

22. The Debtors maintain and engage in routine business relationships with each other and certain of their Non-Debtor Affiliates (such transactions, the “Intercompany Transactions”), resulting in intercompany receivables and payables (the “Intercompany Balances”). As described in the First Day Declarations, the Company operates globally, including in Canada, China, France, Germany, Hong Kong, Ireland, the Netherlands, Spain, and the United Kingdom. The Non-Debtor Affiliates, all of whom are non-U.S. entities, are critical to these operations, which derive a substantial amount of value for the Debtors. Accordingly, there are material ordinary course transactions between the Debtors and Non-Debtor Affiliates to fund the Company’s operations, and thus inextricably linked to the value the Debtors are seeking to maximize through their bankruptcy marketing and sale process.

23. As such, at any given time there may be Intercompany Balances owing by one Debtor to another Debtor and/or to one Debtor to another Non-Debtor Affiliate. Such Intercompany Transactions are typically conducted pursuant to ordinary use of the Company’s

Cash Management System, which is generally controlled by the same Company employees regardless of the applicable entity that owns each Bank Account, joint use of certain shared service platforms, and intercompany ordinary course business transactions, among others.

24. Intercompany Transactions cover a number of different categories, including, but not limited to: (a) the provision of certain shared services amongst the Debtors; (b) sales and operating costs; (c) royalty payments; (d) management fees; (e) stock-based compensation; and (f) research and development costs, all arising in the ordinary course of operations.

25. For example, the Company's China and Hong Kong-based entities are a significant driver of the Company's research and development work, the intellectual property relating to which is entirely owned by the Debtors and a critical asset of the Debtors' estates. The Debtors reimburse such Non-Debtor Affiliates for the costs associated with maintaining such research and development efforts and anticipate a further limited need to do so in connection with maintaining such activities through the close of the proposed sale transactions and winddown contemplated by these chapter 11 cases.

26. The Debtors generally account for and record all Intercompany Transactions and Intercompany Balances in their centralized accounting system, the results of which are recorded on the Debtors' balance sheets and regularly reconciled. The Debtors anticipate they will continue to fund certain of their non-Debtor affiliates, as described herein on a postpetition basis pursuant to the approved budget for their use of cash collateral.

27. As the Debtors pursue a wind-down of their operations, it is critical that the Intercompany Transactions continue on a limited basis to the extent necessary to preserve the value of the Company's units, which are contemplated to be sold during these chapter 11 cases. Failure to continue such transactions risks significant value destruction of the Debtors' assets to the

detriment of their stakeholders. Accordingly, the Debtors seek authority, but not direction, to continue to engage in Intercompany Transactions and grant administrative expense status under section 364 of the Bankruptcy Code to Intercompany Balances as a result of postpetition Intercompany Transactions.

BASIS FOR RELIEF REQUESTED

I. The Court Should Authorize the Debtors to Continue to Use the Cash Management System.

28. The U.S. Trustee Guidelines require debtors in possession to, among other things: (a) close all existing bank accounts and open new debtor-in-possession accounts; (b) establish one debtor-in-possession bank account for all estate monies required for the payment of taxes, including payroll taxes; and (c) maintain a separate debtor-in-possession account for cash collateral. These requirements are intended to provide a clear line of demarcation between prepetition and postpetition transactions and operations and to prevent inadvertent payment of prepetition claims. Considering the complexity of the Debtors' business and financial affairs and the need to collect, disburse, and move funds throughout the Cash Management System, enforcing these provisions of the U.S. Trustee Guidelines during these chapter 11 cases would severely disrupt the Debtors' business. Accordingly, the Debtors request that the Court allow them to operate each of the Bank Accounts listed on **Exhibit D** attached to this Motion as they were maintained in the ordinary course of business prior to the Petition Date.

29. Maintaining the Cash Management System is permitted pursuant to section 363(c)(1) of the Bankruptcy Code, which authorizes a debtor in possession to "use property of the estate in the ordinary course of business without notice or a hearing." 11 U.S.C. § 363(c)(1). Bankruptcy courts routinely treat requests for authority to continue utilizing existing cash management systems as a relatively "simple matter[.]" *In re Baldwin-United Corp.*, 79 B.R. 321,

327 (Bankr. S.D. Ohio 1987). In granting such relief, courts recognize that an integrated cash management system “allows efficient utilization of cash resources and recognizes the impracticalities of maintaining separate cash accounts for the many different purposes that require cash.” *In re Columbia Gas Sys., Inc.*, 136 B.R. 930, 934 (Bankr. D. Del. 1992), *aff’d in relevant part*, 997 F.2d 1039, 1061 (3d Cir. 1993). The requirement to maintain all accounts separately “would be a huge administrative burden and economically inefficient.” *Id.*; *see also In re Southmark Corp.*, 49 F.3d 1111, 1114 (5th Cir. 1995) (stating that a cash management system allows a debtor “to administer more efficiently and effectively its financial operations and assets”).

30. Requiring the Debtors to adopt a new, segmented cash management system during these chapter 11 cases would be expensive, burdensome, and unnecessarily disruptive. Importantly, the Cash Management System provide the Debtors with the ability to quickly track and report the location and amount of funds, which, in turn, allows management to track and control such funds, ensure cash availability, and reduce administrative costs through a centralized method of coordinating the collection and movement of funds. Disrupting the Cash Management System could negatively affect the Debtors’ efforts to maintain certain ordinary course operations while the Debtors and their advisors work towards a winddown of their business operations. Requiring the Debtors to adopt a new, segmented cash management system would be unduly burdensome and cause needless disruption under the circumstances. By contrast, maintaining the current Cash Management System will facilitate the Debtors’ transition into chapter 11 and enable the Debtors to maximize value of their estates by, among other things, minimizing delays in paying postpetition debts and eliminating administrative inefficiencies.

31. Parties in interest will not be harmed by the Debtors maintaining the Cash Management System, including maintaining the Bank Accounts and the Intercompany

Transactions, because the Debtors implemented appropriate mechanisms to ensure that unauthorized payments will not be made on account of prepetition obligations. Specifically, with the assistance of their advisors, the Debtors implemented internal control procedures that prohibit payments on account of prepetition debts without the prior approval of the Debtors' treasury department. In light of such protective measures, maintaining the Cash Management System are in the best interests of the Debtors' estates and creditors.

32. Courts in this and other districts have regularly allowed debtors in large chapter 11 cases to maintain their existing cash management systems and such relief generally is non-controversial. *See, e.g., In re PGX Holdings, Inc.*, Case No. 23-10718 (CTG) (Bankr. D. Del. Jun. 4, 2023) (authorizing the debtors to continue using the cash management system maintained by the debtors prepetition); *In re Lannett Co., Inc.*, Case No. 23-10559 (JKS) (Bankr. D. Del. May 2, 2023) (same); *In re SiO2 Medical Prods. Inc.*, Case No. 23-10366 (JTD) (Bankr. D. Del. Mar. 29, 2023); *In re FB Debt Fin. Guar., LLC*, No. 23-10025 (KBO) (Bankr. D. Del. Feb. 6, 2023) (same); *In re AIG Fin. Prods. Corp. LLC*, No. 23-11309 (MFW) (Bankr. D. Del. Jan. 30, 2023) (same).⁵

33. Accordingly, the Debtors request authority, but not direction, to continue using the Cash Management System, including maintaining, servicing, and administering the Bank Accounts as accounts of the Debtors as debtors in possession, without interruption and in the ordinary course of business. Notwithstanding the foregoing, any check, draft, or other notification that the Debtors advise the Cash Management Banks to have drawn, issued, or otherwise presented before the Petition Date may be honored by the Cash Management Banks only to the extent

⁵ 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 to the Debtors' proposed counsel.

authorized by order of the Court. If the Debtors' ability to conduct transactions by these methods is impaired, the Debtors may be unable to perform under certain contracts necessary to preserve the value of the Debtors' non-debtor affiliates and subsidiaries, which would jeopardize the Debtors' restructuring and result in unnecessary disruption to their business operations and additional costs to their estates.

II. Authorizing the Debtors to Continue Using Debit, Wire, Credit Card, and ACH Payments Is Warranted.

34. The Debtors request relief from the U.S. Trustee Guidelines to the extent such guidelines require the Debtors to make all disbursements by check. Implementing the U.S. Trustee Guidelines would needlessly impair the Debtors' efforts to preserve the value of their estates. Thus, the Debtors request authority, but not direction, to continue using the Cash Management System, including receiving, processing, honoring, and paying any and all checks, ACH transfers and other instructions, and drafts payable through, drawn, or directed on such Bank Accounts after the Petition Date by holders, makers, or other parties entitled to issue instructions with respect thereto. Notwithstanding the foregoing, any check, draft, or other notification that the Debtors advise the Cash Management Banks to have been drawn, issued, or otherwise presented before the Petition Date may be honored by the Cash Management Banks only to the extent authorized by order of the Court.

35. The Debtors also request authority, but not direction, to authorize the Cash Management Banks to continue to maintain, service, and administer the Bank Accounts as accounts of the Debtors and debtors in possession, including by accepting and honoring all representations from the Debtors as to which checks, drafts, wires, or ACH transfers should be honored or dishonored consistent with any order of the Court and governing law, whether such checks, drafts, wires, or ACH transfers are dated before or subsequent to the Petition Date. The

Debtors also request that, to the extent a Cash Management Bank honors a prepetition check or other item drawn on any account either (a) at the direction of the Debtors or (b) in a good-faith belief that the Court has authorized such prepetition check or item to be honored, such Cash Management Bank will not be deemed to be liable to the Debtors or their estates on account of such prepetition check or other item honored postpetition. This relief is reasonable and appropriate because the Cash Management Banks are not in a position to independently verify or audit whether a particular item may be paid in accordance with a Court order or otherwise.

36. Moreover, the Debtors request authority, but not direction, to authorize the Cash Management Banks to (a) continue to charge the Debtors the Bank Fees, as applicable, and (b) charge back returned items to the Bank Accounts, whether such items are dated before, on, or subsequent to the Petition Date, in the ordinary course of business and only to the extent consistent with historical practices.

37. In complex chapter 11 cases such as these, courts in this and other districts often waive the U.S. Trustee Guidelines' requirement that debtors establish new postpetition bank accounts, recognizing that they may harm a debtor's restructuring efforts to an extent that is out of proportion to the benefit, if any, the requirements afford the debtor's estate or parties in interest. *See, e.g., In re PGX Holdings Inc.*, Case No. 23-10718 (CTG) (Bankr. D. Del. Jun. 4, 2023) (authorizing the debtors' continued use of existing bank accounts); *In re Lannett Co., Inc.*, Case No. 23-10559 (JKS) (Bankr. D. Del. May 2, 2023) (same); *In re SiO2 Medical Prods. Inc.*, Case No. 23-10366 (JTD) (Bankr. D. Del. Mar. 29, 2023); *In re Carestream Health, Inc.*, No. 22-

10778 (JKS) (Bankr. D. Del. Aug. 24, 2022) (same); *In re Riverbed Tech. Inc.*, No. 21-11503 (CTG) (Bankr. D. Del. Nov. 18, 2021) (same).⁶

III. The Court Should Authorize Payment of Fees and Prepetition Obligations Related to the Bank Accounts.

38. Courts have recognized that it is appropriate to authorize the payment of prepetition obligations where necessary to protect and preserve the estate. *See, e.g., In re Just for Feet, Inc.*, 242 B.R. 821, 825–26 (D. Del. 1999); *see also In re CoServ, L.L.C.*, 273 B.R. 487, 497 (Bankr. N.D. Tex. 2002); *In re Ionosphere Clubs, Inc.*, 98 B.R. 174, 175–76 (Bankr. S.D.N.Y. 1989); *Armstrong World Indus., Inc. v. James A. Phillips, Inc. (In re James A. Phillips, Inc.)*, 29 B.R. 391, 398 (S.D.N.Y. 1983). In so doing, these courts acknowledge that several legal theories rooted in sections 105(a) and 363(b) of the Bankruptcy Code support the payment of prepetition claims.

39. Section 363(b) of the Bankruptcy Code permits 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). “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.” *Dai-Ichi Kangyo Bank, Ltd. v. Montgomery Ward Holding Corp. (In re Montgomery Ward Holding Corp.)*, 242 B.R. 147, 153 (D. Del. 1999) (collecting cases); *see also Armstrong World*, 29 B.R. at 397 (relying on section 363 of the Bankruptcy Code to allow contractor to pay prepetition claims of suppliers who were potential lien claimants because the payments were necessary for general contractors to release funds owed to debtors); *Ionosphere Clubs*, 98 B.R. at 175 (finding that a sound business justification existed to justify payment of certain prepetition wages); *In re Phx. Steel Corp.*, 82 B.R. 334, 335–36 (Bankr.

⁶ 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 to the Debtors’ proposed counsel.

D. Del. 1987) (requiring the debtor to show a “good business reason” for a proposed transaction under section 363(b)).

40. Courts also authorize payment of prepetition claims in appropriate circumstances based on section 105(a) of the Bankruptcy Code, which codifies a bankruptcy court’s inherent equitable powers to “issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.” 11 U.S.C. § 105(a). Under section 105(a) of the Bankruptcy Code, courts may authorize pre-plan payments of prepetition obligations when essential to the continued operation of a debtor’s business. *See Just for Feet*, 242 B.R. at 825–26. Specifically, a court may use its power under section 105(a) of the Bankruptcy Code to authorize payment of prepetition obligations pursuant to the “necessity of payment” rule (also referred to as the “doctrine of necessity”). *See, e.g., Ionosphere Clubs*, 98 B.R. at 176; *In re Lehigh & New England Ry Co.*, 657 F.2d 570, 581 (3d Cir. 1981) (stating that courts may authorize payment of prepetition claims when there “is the possibility that the creditor will employ an immediate economic sanction, failing such payment”); *see also In re Columbia Gas Sys., Inc.*, 171 B.R. 189, 191–92 (Bankr. D. Del. 1994) (noting that, in the Third Circuit, debtors may pay prepetition claims that are essential to the continued operation of the business). A bankruptcy court’s use of its equitable powers to “authorize the payment of prepetition debt when such payment is needed to facilitate the rehabilitation of the debtor is not a novel concept.” *Ionosphere Clubs*, 98 B.R. at 175–76 (citing *Miltenberger v. Logansport, C. & S.W. Ry. Co.*, 106 U.S. 286 (1882)). Indeed, at least one court has recognized that there are instances when a debtor’s fiduciary duty can “only be fulfilled by the preplan satisfaction of a prepetition claim.” *See CoServ*, 273 B.R. at 497.

41. These standards are satisfied here because paying fees, including the Bank Fees, and related prepetition obligations are necessary to maintain the Cash Management System and

avoid any disruption in the administration of the Bank Accounts while the pursue one or more value maximizing sale transactions for their assets. The Debtors request authority, but not direction, to continue to pay the Bank Fees, including any prepetition Bank Fees, in light of the material benefit of maintaining the Cash Management System. The relief requested represents a sound exercise of the Debtors' business judgment, is necessary to avoid immediate and irreparable harm to the Debtors' estates, and is therefore justified under sections 105(a) and 363(b) of the Bankruptcy Code and Bankruptcy Rule 6003.

IV. Waiving of the Requirements of Section 345(b) of the Bankruptcy Code Is Warranted.

42. The Debtors further seek a waiver of the deposit and investment requirements set forth in section 345 of the Bankruptcy Code. Section 345(a) of the Bankruptcy Code authorizes deposit or investment of money of estates, such as cash, as "will yield the maximum reasonable net return on such money, taking into account the safety of such deposit or investment." For deposits that are not "insured or guaranteed by the United States or by a department, agency or instrumentality of the United States or backed by the full faith and credit of the United States," section 345(b) of the Bankruptcy Code provides that the estate must require from the entity with which the money is deposited or invested a bond in favor of the United States secured by the undertaking of a corporate security, "unless the court for cause orders otherwise."

43. Courts may waive compliance with section 345 of the Bankruptcy Code for "cause." In evaluating whether "cause" exists, courts have considered a number of factors such as:

- a. the sophistication of the debtor's business;
- b. the size of the debtor's business operations;
- c. the amount of the investments involved;
- d. the bank ratings (Moody's and Standard & Poor) of the financial institutions where the debtor-in-possession funds are held;

- e. the complexity of the case;
- f. the safeguards in place within the debtor's own business for ensuring the safety of the funds;
- g. the debtor's ability to reorganize in the face of a failure of one or more of the financial institutions;
- h. the benefit to the debtor;
- i. the harm, if any, to the debtor;
- j. the harm, if any, to the estate; and
- k. the reasonableness of the debtor's request for relief from section 345(b) requirements in light of the overall circumstances of the case.

See In re Serv. Merch. Co., Inc., 240 B.R. 894, 896 (Bankr. M.D. Tenn. 1999).

44. The Debtor Bank Accounts all comply with the U.S. Trustee Guidelines and only the Non-Debtor Affiliate Bank Accounts, which are overseas, do not. Because the Bank Accounts are vital to the Cash Management System, requiring the Company to transfer funds to other banks would be unduly burdensome to the administration of these chapter 11 cases and potentially cause severe tax consequences to the detriment of the Debtors' estates (as the assets and operations of the Non-Debtor Affiliates ultimately accrete to the benefit of the Debtors). The Bank Accounts are maintained at well-capitalized, highly rated international banks, have FDIC protection or the international equivalent thereof, and/or are otherwise necessary for the Company to transact in certain jurisdictions. Therefore, cause exists to waive the requirements of section 345(b) of the Bankruptcy Code and allow the Debtors to continue to maintain the Bank Accounts in the ordinary course of business.

V. The Court Should Authorize the Debtors to Continue Using Their Business Forms.

45. To avoid disrupting the Cash Management System and incurring unnecessary expenses, the Debtors request authority, but not direction, to continue to use the Business Forms substantially in the form existing immediately before the Petition Date, without reference to their

status as debtors in possession. Parties in interest will not be prejudiced by this relief and undoubtedly will be aware of their status as debtors in possession. Thus, changing the Business Forms is unnecessary and would be unduly burdensome. In accordance with Local Rule 2015-2, once the Debtors have exhausted their existing stock of Business Forms, the Debtors will ensure that any new Business Forms are clearly labeled “Debtor in Possession” as soon as it is reasonably practicable to do so.

46. Courts in this district have allowed debtors to use their prepetition business forms without the “debtor in possession” label in other large chapter 11 cases. *See, e.g., In re PGX Holdings Inc.*, Case No. 23-10718 (CTG) (Bankr. D. Del. Jun. 4, 2023) (authorizing debtors’ continued use of preprinted check stock without a “Debtor in Possession” marking); *In re Lannett Co., Inc.*, Case No. 23-10559 (JKS) (Bankr. D. Del. May 2, 2023) (same); *In re SiO2 Medical Prods. Inc.*, Case No. 23-10366 (JTD) (Bankr. D. Del. Mar. 29, 2023); *In re Carestream Health, Inc.*, No. 22-10778 (JKS) (Bankr. D. Del. Aug. 24, 2022) (same); *In re Riverbed Tech. Inc.*, No. 21-11503 (CTG) (Bankr. D. Del. Nov. 18, 2021) (same).⁷

VI. The Court Should Authorize the Debtors to Continue Conducting Intercompany Transactions in the Ordinary Course and Grant Administrative Priority Status to Postpetition Intercompany Claims.

47. At any given time, there may be claims arising from Intercompany Balances (the “Intercompany Claims”). Intercompany Transactions are made between and among the Debtors and their Non-debtor Affiliates, in the ordinary course as part of the Cash Management System. Furthermore, the Debtors anticipate making Intercompany Transactions between the Debtors and Non-Debtor Affiliates for purposes of providing cash support to non-debtor affiliates so that they

⁷ 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 to the Debtors’ proposed counsel.

can maintain certain ordinary course operations while the Debtors and their advisors work towards consummation of the winddown contemplated by these chapter 11 cases.

48. The Debtors track all fund transfers in their accounting system and can ascertain, trace, and account for all Intercompany Transactions previously described. The Debtors, moreover, will continue to maintain records of such Intercompany Transactions. If the Intercompany Transactions were to be discontinued, the Cash Management System and related administrative controls could be disrupted to the detriment of the Debtors and their estates. Accordingly, the continued performance of the Intercompany Transactions is in the best interest of the Debtors' estates and their creditors and, therefore, the Debtors should be permitted to continue such performance.

49. Because certain of the Intercompany Transactions represent extensions of intercompany credit made in the ordinary course of business that are an essential component of the Cash Management System, the Debtors request the authority, but not direction, to continue conducting Intercompany Transactions postpetition in the ordinary course of business without further Court order. The Debtors further request that, pursuant to sections 503(b)(1) and 364(b) of the Bankruptcy Code, all postpetition payments on account of postpetition Intercompany Transactions between or among the Debtors or their Non-Debtor Affiliates that give rise to an Intercompany Claim be accorded administrative expense status, which would result in an administrative expense claim in favor of the applicable Debtor payer. This relief will ensure that each entity receiving payments from a Debtor will continue to bear ultimate repayment responsibility for such ordinary course transactions, thereby reducing the risk that these transactions would jeopardize the recoveries available to each Debtor's respective creditors. For the avoidance of doubt, the relief requested herein with respect to the postpetition Intercompany

Transactions and the Intercompany Balances resulting therefrom shall not constitute an admission of the Debtors or any other party as to the validity, priority, or status of any prepetition Intercompany Balance or the Intercompany Transaction(s) from which such Intercompany Balance may have arisen.

50. Similar relief has been granted in comparable chapter 11 cases in this district and others. *See, e.g., In re PGX Holdings*, Case No. 23-10718 (CTG) (Bankr. D. Del. Jun. 4, 2023) (authorizing postpetition intercompany transactions and granting administrative expense status to intercompany claims); *In re Lannett Co., Inc.*, Case No. 23-10559 (JKS) (Bankr. D. Del. May 2, 2023) (same); *In re SiO2 Medical Prods. Inc.*, Case No. 23-10366 (JTD) (Bankr. D. Del. Mar. 29, 2023); *In re Carestream Health, Inc.*, No. 22-10778 (JKS) (Bankr. D. Del. Aug. 24, 2022) (same); *In re Riverbed Tech. Inc.*, No. 21-11503 (CTG) (Bankr. D. Del. Nov. 18, 2021) (same).⁸

**PROCESSING OF CHECKS AND
ELECTRONIC FUND TRANSFERS SHOULD BE AUTHORIZED**

51. The Debtors have sufficient funds to pay the amounts described in this motion in the ordinary course of business by virtue of access to cash on hand and anticipated access to cash collateral. In addition, under the Debtors' existing cash management system, the Debtors can readily identify checks or wire transfer requests as relating to any authorized payment in respect of the relief requested herein. Accordingly, the Debtors do not believe that checks or wire transfer requests, other than those relating to authorized payments, will be inadvertently honored. Therefore, the Debtors request authority, but not direction, to authorize all applicable financial institutions, when requested by the Debtors, to receive, process, honor, and pay any and all checks or wire transfer requests in respect of the relief requested in this motion.

⁸ 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 to the Debtors' proposed counsel.

THE REQUIREMENTS OF BANKRUPTCY RULE 6003 ARE SATISFIED

52. The Debtors assert that immediate relief is necessary to avoid immediate and irreparable harm. Bankruptcy Rule 6003 empowers a court to grant relief within the first 21 days after the commencement of a chapter 11 case “to the extent that relief is necessary to avoid immediate and irreparable harm.” For the reasons discussed above, entry of the proposed Interim Order is integral to the Debtors’ ability to successfully transition into chapter 11 and run an orderly sale. Specifically, the relief requested is necessary to avoid a severe disruption of the Debtors’ sale process and operations at this critical juncture and, in turn, to preserve and maximize the value of the Debtors’ estates for the benefit of all stakeholders. Accordingly, the Debtors submit that they have satisfied the “immediate and irreparable harm” standard of Bankruptcy Rule 6003 and, therefore, respectfully requests that the Court approve the relief requested in this Motion.

REQUEST FOR BANKRUPTCY RULE 6004 WAIVERS

53. The Debtors request a waiver of any applicable notice requirements under Bankruptcy Rule 6004(a) and any stay of the order granting the relief requested herein pursuant to Bankruptcy Rule 6004(h). As explained above and in the First Day Declaration, the relief requested herein is necessary to avoid immediate and irreparable harm to the Debtors’ ongoing operations and value-maximization process. Accordingly, ample cause exists to justify the waiver of the notice requirements under Bankruptcy Rule 6004(a) and the 14-day stay imposed by Bankruptcy Rule 6004(h), to the extent such notice requirements and such stay apply.

RESERVATION OF RIGHTS

54. Nothing contained herein or any action taken pursuant to relief requested is intended to be or shall be construed as (a) an admission as to the validity of any claim against the Debtors; (b) a waiver of the Debtors’ or any party in interest’s rights to dispute the amount of, basis for, or validity of any claim or interest under applicable law or nonbankruptcy law; (c) a

promise or requirement to pay any claim; (d) a waiver of the Debtors' or any other party in interest's rights under the Bankruptcy Code or any other applicable law; (e) a request for or granting of approval for assumption of any agreement, contract, program, policy, or lease under section 365 of the Bankruptcy Code; or (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. Likewise, if the Court grants the relief sought herein, any payment made pursuant to the Court's order is not intended to be and should not be construed as an admission to the validity of any claim or a waiver of the Debtors' or any party in interest's rights to subsequently dispute such claim.

NOTICE

55. Notice of this Motion has been provided by email, facsimile, or overnight courier to: (a) the Office of the United States Trustee for the District of Delaware; (b) the holders of the thirty (30) largest unsecured claims against the Debtors; (c) JPMorgan Chase Bank, N.A., or its successor as administrative agent under the Superpriority Credit Agreement; (d) Delaware Trust Company; (e) counsel to the Ad Hoc Group; (f) the United States Attorney's Office for the District of Delaware; (g) the Internal Revenue Service; (h) the Securities and Exchange Commission; (i) the Federal Communications Commission; (j) the Cash Management Banks; and (k) any party that has requested notice pursuant to Bankruptcy Rule 2002. As this Motion is seeking "first day" relief, within two business days of the hearing on this Motion, the Debtors will serve copies of this Motion and any order entered in respect to this Motion as required by Local Rule 9013-1(m). The Debtors submit that, 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 respectfully request entry of the Interim Order and Final Order, substantially in the forms attached hereto as **Exhibit A** and **Exhibit B**, respectively, granting the relief requested herein and granting such other relief as is just and proper.

Dated: April 3, 2024
Wilmington, Delaware

/s/ Joseph M. Mulvihill

**YOUNG CONAWAY STARGATT &
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*Proposed Co-Counsel to the Debtors and
Debtors in Possession*

Exhibit A

Proposed Interim Order

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

In re:

CASA SYSTEMS, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 24-10695 (KBO)

(Jointly Administered)

Ref: Docket No. ____

**INTERIM ORDER (I) AUTHORIZING
THE DEBTORS TO (A) CONTINUE TO OPERATE
THEIR CASH MANAGEMENT SYSTEM, (B) HONOR
CERTAIN PREPETITION OBLIGATIONS RELATED THERETO,
(C) MAINTAIN EXISTING BUSINESS FORMS, AND (D) PERFORM
INTERCOMPANY TRANSACTIONS AND (II) GRANTING RELATED RELIEF**

Upon the motion (“Motion”)² of Casa Systems, Inc., and its debtor affiliates, as debtors and debtors in possession (collectively, the “Debtors”), for entry of an interim order (this “Interim Order”) (a) authorizing, but not directing, the Debtors to (i) continue to operate their Cash Management System and maintain their existing Bank Accounts, (ii) honor certain prepetition or postpetition obligations related thereto, (iii) maintain existing Business Forms, and (iv) continue to perform the Intercompany Transactions consistent with past practice and (b) granting related relief, each as more fully set forth in the Motion; and upon consideration of the First Day Declarations; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and this matter being a core proceeding within the meaning of 28 U.S.C. § 157(b)(2); and the Court being able to issue a final order consistent with Article III

¹ The Debtors in these chapter 11 cases, together with the last four digits of the Debtors’ federal tax identification number, are Casa Systems, Inc. (8867), Casa Systems Securities Corporation (1151), and Casa Properties LLC (6767). The Debtors’ service address is 100 Old River Road, Andover, MA 01810.

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

of the United States Constitution; and venue of this proceeding and the Motion in this district being proper pursuant to 28 U.S.C. §§ 1408 and 1409; and appropriate notice of and opportunity for hearing on the Motion having been given; and the relief requested in the Motion being in the best interests of the Debtors' estates, their creditors, and other parties in interest; 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 after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The relief requested in the Motion is GRANTED on an interim basis as set forth herein.

2. A final hearing on the Motion shall be held on _____, 2024 at _____ (prevailing Eastern Time) (the "Final Hearing"). Any objections or responses to entry of the proposed final order shall be filed on or before 4:00 p.m. (prevailing Eastern Time) on _____, 2024, and shall be served on: (a) the Debtors, 100 Old River Road, Andover, MA 01810, Attn: Timothy Rodenberger; (b) proposed counsel to the Debtors, (i) Sidley Austin LLP, 787 Seventh Avenue, New York, NY, 10019, Attn: Patrick Venter (pventer@sidley.com) and Margaret R. Alden (malden@sidley.com) and (ii) Young Conaway Stargatt & Taylor, LLP, 1000 North King Street, Rodney Square, Wilmington, DE 19801, Attn: Joseph Barry (jbarry@ycst.com) and Joseph M. Mulvihill (jmulvihill@ycst.com); (c) the United States Attorney's Office for the District of Delaware, 844 King Street, Suite 2207, Wilmington, DE 19801, Attn: Malcolm M. Bates (Malcolm.M.Bates@usdoj.gov) and Jane M. Leamy (Jane.M.Leamy@usdoj.gov); (d) counsel to the Ad Hoc Group; and (e) counsel to any statutory committee appointed in these chapter 11 cases. In the event no objections to entry of a final order

on the Motion are timely received, this Court may enter a final order without need for the Final Hearing.

3. The Debtors are authorized, but not directed, on an interim basis, subject to any modification set forth herein to: (a) continue operating the Cash Management System, substantially as identified on **Exhibit C** attached to the Motion; (b) honor their prepetition obligations related thereto; (c) use, in their present form, all preprinted correspondence and Business Forms (including letterhead) without reference to the Debtors' status as debtors in possession, provided that once the Debtors' existing supply of checks has been exhausted, the Debtors shall, when reordering (or with respect to checks the Debtors or their agents print themselves, within 15 days hereof) require or print, as applicable, the "Debtor in Possession" legend and corresponding bankruptcy case number on all such items; (d) continue to perform Intercompany Transactions; (e) continue to use, with the same account numbers, the Debtor Bank Accounts in existence as of the Petition Date, including those accounts identified on **Exhibit D** attached to the Motion, (f) treat the Debtor Bank Accounts for all purposes as accounts of the Debtors as debtors in possession; (g) deposit funds in and withdraw funds from the Debtor Bank Accounts by all usual means, including checks, wire transfers, ACH transfers, and other debits; (h) pay any amounts owed in connection with merchant services; and (i) pay the Bank Fees, including any prepetition amounts and any ordinary course Bank Fees incurred in connection with the Bank Accounts and to otherwise perform their obligations under the documents governing the Bank Accounts; provided that in the case of each of (a) through (i), such action is taken in the ordinary course of business and consistent with past practice.

4. The Cash Management Banks are authorized to continue to maintain, service, and administer the Debtor Bank Accounts as accounts of the Debtors as debtors in possession without

interruption and in the ordinary course of business consistent with past practice, and to receive, process, honor, and pay, to the extent of available funds, any and all checks, drafts, wires, credit card payments, and ACH transfers issued and drawn on the Debtor Bank Accounts after the Petition Date by the holders or makers thereof, as the case may be, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Interim Order; *provided* that the Debtors shall only instruct or request any Cash Management Bank to pay or honor any check, draft, or other payment item issued on a Debtor Bank Account prior to the Petition Date but presented to such Cash Management Bank for payment after the Petition Date as authorized by an order of the Court.

5. The Cash Management Banks are authorized to debit the Debtor Bank Accounts in the ordinary course of business, consistent with past practice, without the need for further order of this Court, for: (a) all checks drawn on the Debtor Bank Accounts that are cashed at such Cash Management Bank's counters or exchanged for cashier's checks by the payees thereof prior to the Petition Date; (b) all checks or other items deposited in one of the Debtor Bank Accounts with such Cash Management Bank prior to the Petition Date that have been dishonored or returned unpaid for any reason, together with any fees and costs in connection therewith, to the same extent the Debtors were responsible for such items prior to the Petition Date; and (c) all undisputed prepetition amounts outstanding as of the date hereof, if any, owed to any Cash Management Bank as service charges for the maintenance of the Cash Management System.

6. Any existing deposit, treasury management, and merchant services agreements between or among the Company, the Cash Management Banks, and other parties shall continue to govern the postpetition cash management relationship between the Company and the Cash Management Banks, and all of the provisions of such agreements, including, without limitation,

the termination and fee provisions, shall remain in full force and effect unless otherwise ordered by the Court, and the Company and the Cash Management Banks may, without further order of this Court, agree to and implement changes to the Cash Management System and cash management procedures in the ordinary course of business, consistent with past practice, including, without limitation, the opening and closing of bank accounts, subject to the terms and conditions of this Interim Order.

7. The Debtors' time to comply with section 345(b) of the Bankruptcy Code is hereby extended for a period of thirty days from the date of this Interim Order (the "Extension Period"), *provided, however*, that such extension is without prejudice to the Debtors' right to request a further extension of the Extension Period or a final waiver of the requirements of section 345(b) in these chapter 11 cases.

8. For the banks at which the Debtors hold Bank Accounts that are party to a Uniform Depository Agreement with the Office of the U.S. Trustee for the District of Delaware, as soon as practicable after entry of this Interim Order, the Debtors shall (a) contact such bank, (b) provide such bank with each of the Debtors' employer identification numbers, and (c) identify each of their Bank Accounts held at such bank as being held by a debtor in possession in the Debtors' chapter 11 cases. For banks that are not party to a Uniform Depository Agreement with the Office of the United States Trustee for the District of Delaware, the Debtors shall use their good faith efforts to cause the banks to execute a Uniform Depository agreement in a form prescribed by the Office of the United States Trustee within thirty (30) days of the date of entry of this Order.

9. Subject to the terms hereof, the Debtors are authorized, with the consent of the Ad Hoc Group (such consent not to be unreasonably withheld or delayed), but not directed, in the ordinary course of business consistent with past practice, to open new accounts or close any

existing Bank Accounts and enter into any ancillary agreements, including deposit account control agreements, related to the foregoing, as they may deem necessary and appropriate; *provided* that the Debtors give notice within ten days thereafter to the U.S. Trustee, counsel to the Ad Hoc Group and any statutory committees appointed in the chapter 11 cases; *provided, further*, that the Debtors shall only open any such new bank accounts at banks that have executed a Uniform Depository Agreement with the U.S. Trustee, or at banks that are willing to immediately execute such an agreement. The relief granted in this Interim Order is extended to any new bank account opened by the Debtors in the ordinary course of business after the date hereof, which account shall be deemed a Bank Account, and to the bank at which such account is opened, which bank shall be deemed a Cash Management Bank, in each case, pursuant to this Interim Order.

10. The Debtors shall serve a copy of this Interim Order on all Cash Management Banks and as soon as practicable after entry of this Interim Order, and upon any bank at which the Debtors open a new bank account as soon as practicable upon the opening of the new account.

11. All banks maintaining any of the Debtor Bank Accounts that are provided with notice of this Interim Order shall not honor or pay any bank payments drawn on the listed Debtor Bank Accounts or otherwise issued before the Petition Date for which the Debtors specifically issue timely stop payment orders in accordance with the documents governing such Debtor Bank Accounts.

12. The Cash Management Banks are authorized, without further order of this Court, to deduct any applicable fees from the applicable Debtor Bank Accounts in the ordinary course of business consistent with past practice.

13. The Cash Management Banks are authorized, without further order of this Court, to charge back to the appropriate accounts of the Debtors any amounts resulting from returned

checks or other returned items, including returned items that result from ACH transactions, wire transfers, merchant services, or other electronic transfers of any kind, regardless of whether such returned items were deposited or transferred prepetition or postpetition and regardless of whether the returned items relate to prepetition or postpetition items or transfers.

14. Subject to the terms set forth herein, any bank, including the Cash Management Banks, may rely upon the representations of the Debtors with respect to whether any check, draft, wire, or other transfer drawn or issued by the Debtors prior to the Petition Date should be honored pursuant to any order of this Court, and no bank that honors a prepetition check or other item drawn on any account that is the subject of this Interim Order (a) at the direction of the Debtors, (b) in a good-faith belief that this Court has authorized such prepetition check or item to be honored, or (c) as a result of a mistake made despite implementation of reasonable customary handling procedures, shall be deemed to be nor shall be liable to the Debtors, their estates, or any other party on account of such prepetition check or other item being honored postpetition, or otherwise deemed to be in violation of this Interim Order.

15. Any banks, including the Cash Management Banks, are further authorized to honor the Debtors' directions with respect to the opening and closing of any Bank Account and accept and hold, or invest, the Debtors' funds in accordance with the Debtors' instructions; provided that the Cash Management Banks shall not have any liability to any party for relying on such representations to the extent such reliance otherwise complies with applicable law.

16. The Debtors are authorized, but not directed, to continue engaging in Intercompany Transactions in connection with the Cash Management System, including funding costs incurred by their non-debtor affiliates consistent with the ordinary course of business and past practice. The Debtors shall maintain reasonably accurate and detailed records of all Intercompany Transactions

and the payment of Intercompany Claims so that all transactions, including Intercompany Transactions and the payment of Intercompany Claims, may be readily traced, ascertained, and recorded properly on applicable intercompany accounts (if any) and distinguished between prepetition and postpetition transactions for the purposes of determining administrative expense status. All postpetition payments from a Debtor to another Debtor or non-debtor affiliate under any postpetition Intercompany Transactions authorized hereunder that result in an Intercompany Claim are hereby accorded administrative expense status under section 503(b) of the Bankruptcy Code. Notwithstanding anything to the contrary herein, payment of Intercompany Claims shall not exceed \$1.0 million prior to the entry of a final order.

17. For the avoidance of doubt, the Debtors are authorized to enter into, engage in, and satisfy any payments in connection with transactions between the Debtors and Non-Debtor Affiliates arising from or related to the operation of the Debtors' business in the ordinary course and consistent with historical practice, and the relief granted herein shall apply to the Debtor Bank Accounts and the Non-Debtor Affiliate Bank Accounts, as applicable.

18. In connection with the ongoing use of their Cash Management System, the Debtors shall continue to maintain records with respect to all transfers of cash so that all transaction may be readily ascertained, traced, recorded properly, and distinguished between prepetition and postpetition transactions.

19. The Debtors are authorized, but not directed, to continue operating the Corporate Credit Card Program in the ordinary course of business, consistent with prepetition practices, including by paying prepetition obligations and postpetition obligations outstanding with respect thereto, and subject to the terms and conditions of the Corporate Credit Card Program. The Debtors are further authorized to pay prepetition and postpetition obligations outstanding with

respect to the Corporate Credit Card Program. Notwithstanding anything to the contrary herein, payment of prepetition and postpetition obligations outstanding with respect to the Corporate Credit Card Program shall not exceed \$100,000 per month.

20. The Debtors shall maintain a matrix/schedule of all Intercompany Transactions and payments made pursuant to this Interim Order, including the following information: (a) the name(s) of the payee; (b) the nature of the payment; (c) the amount of the payment; (d) the category or type of payment; (e) the Debtor or Debtors that made the payment; (f) the payment date; and (g) the purpose of such payment. The Debtors shall provide a copy of such matrix/schedule to counsel to the Ad Hoc Group, the U.S. Trustee and any official committee appointed in these cases on or before 5:00 p.m. (prevailing Eastern Time) on Friday of each week (commencing on the Friday of the first full calendar week following the entry of this Interim Order).

21. Nothing contained in the Motion or this Interim Order shall be construed to (a) create or perfect, in favor of any person or entity, any interest in cash of a Debtor that did not exist as of the Petition Date or (b) alter or impair the validity, priority, enforceability, or perfection of any security interest or lien or setoff right, in favor of any person or entity, that existed as of the Petition Date. Notwithstanding the foregoing, those prepetition agreements existing between the Debtors and the Cash Management Banks shall continue to govern the post-petition cash management relationship between the Debtors and the Cash Management Banks, in their capacity as Cash Management Banks, and all of the provisions of such agreements, including the termination, fee provisions, rights, benefits, collateral, and offset rights, and remedies afforded under such agreements shall remain in full force and effect absent further order of the Court or, with respect to any such agreement with the Cash Management Banks (including, for the avoidance of doubt, any rights the Cash Management Banks in their capacity as Cash Management Banks to

use funds from the Bank Accounts to remedy any overdraft of another Bank Account or other cash management obligations, whether prepetition or postpetition, to the extent permitted under the applicable agreement), unless the Debtors and the Cash Management Banks agree otherwise, and any other legal rights and remedies afforded to the Cash Management Banks under applicable law shall be preserved.

22. Nothing contained herein shall permit the Cash Management Banks to terminate any cash management services without thirty days prior written notice (or such other period as may be specified in any agreement between the Debtors and such Cash Management Bank) to the Debtors, counsel to the Ad Hoc Group, the U.S. Trustee, and any official committee appointed in these chapter 11 cases.

23. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Interim Order.

24. Nothing in this Interim Order constitutes (a) an admission as to the validity of any claim against the Debtors; (b) a waiver of the Debtors' or any party in interest's rights to dispute the amount of, basis for, or validity of any claim or interest under applicable law or nonbankruptcy law; (c) a promise or requirement to pay any claim; (d) a waiver of the Debtors' or any other party in interest's rights under the Bankruptcy Code or any other applicable law; (e) a request for or granting of approval for assumption of any agreement, contract, program, policy, or lease under section 365 of the Bankruptcy Code; or (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. Any payment made pursuant to this Interim Order is not intended to be and should not be construed as an admission to the validity of any claim or a waiver of the Debtors' or any party in interest's rights to subsequently dispute such claim.

25. The requirements set forth in Bankruptcy Rule 6003(b) are satisfied.

26. 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.

27. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Interim Order are immediately effective and enforceable upon its entry.

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

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

Exhibit B

Proposed Final Order

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

In re:

CASA SYSTEMS, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 24-10695 (KBO)

(Jointly Administered)

Ref: Docket Nos. ____ & ____

**FINAL ORDER (I) AUTHORIZING
THE DEBTORS TO (A) CONTINUE TO OPERATE
THEIR CASH MANAGEMENT SYSTEM, (B) HONOR
CERTAIN PREPETITION OBLIGATIONS RELATED THERETO,
(C) MAINTAIN EXISTING BUSINESS FORMS, AND (D) PERFORM
INTERCOMPANY TRANSACTIONS, AND (II) GRANTING RELATED RELIEF**

Upon the motion (“Motion”)² of Casa Systems, Inc., and its debtor affiliates, as debtors and debtors in possession (collectively, the “Debtors”), for entry of a final order (this “Final Order”) (a) authorizing, but not directing, the Debtors to (i) continue to operate their Cash Management System and maintain their existing Bank Accounts, (ii) honor certain prepetition or postpetition obligations related thereto, (iii) maintain existing Business Forms in the ordinary course of business, and (iv) continue to perform the Intercompany Transactions consistent with past practice and (b) granting related relief, each as more fully set forth in the Motion; and upon consideration of the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and this matter being a core proceeding within the meaning of 28 U.S.C. § 157(b)(2); and this Court being able to issue

¹ The Debtors in these chapter 11 cases, together with the last four digits of the Debtors’ federal tax identification number, are Casa Systems, Inc. (8867), Casa Systems Securities Corporation (1151), and Casa Properties LLC (6767). The Debtors’ service address is 100 Old River Road, Andover, MA 01810.

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

a final order consistent with Article III of the United States Constitution; and venue of this proceeding and the Motion in this district being proper pursuant to 28 U.S.C. §§ 1408 and 1409; and appropriate notice of and opportunity for a hearing on the Motion having been given; and the relief requested in the Motion being in the best interests of the Debtors' estates, their creditors, and other parties in interest; 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 after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The relief requested in the Motion is GRANTED on a final basis as set forth herein.
2. The Debtors are authorized, but not directed, to: (a) continue operating the Cash Management System, substantially as identified on Exhibit C attached to the Motion; (b) honor their prepetition obligations related thereto; (c) use, in their present form, all preprinted correspondence and Business Forms (including letterhead) without reference to the Debtors' status as debtors in possession, provided that once the Debtors' existing supply of checks has been exhausted, the Debtors shall, when reordering (or with respect to checks the Debtors or their agents print themselves) require or print, as applicable, the "Debtor in Possession" legend and corresponding bankruptcy case number on all such items; (d) continue to perform Intercompany Transactions; (e) continue to use, with the same account numbers, the Debtor Bank Accounts in existence as of the Petition Date, including those accounts identified on Exhibit D attached to the Motion, and need not comply with certain guidelines relating to bank accounts set forth in the U.S. Trustee Guidelines (to the extent applicable); (f) treat the Debtor Bank Accounts for all purposes as accounts of the Debtors as debtors in possession; (g) deposit funds in and withdraw funds from the Debtor Bank Accounts by all usual means, including checks, wire transfers, ACH transfers, and other debits; (h) pay any amounts owed in connection with merchant services; and (i) pay the

Bank Fees, including any prepetition amounts and any ordinary course Bank Fees incurred in connection with the Bank Accounts and to otherwise perform their obligations under the documents governing the Bank Accounts; provided that in the case of each of (a) through (i), such action is taken in the ordinary course of business and consistent with past practice.

3. The Cash Management Banks are authorized to continue to maintain, service, and administer the Debtor Bank Accounts as accounts of the Debtors as debtors in possession without interruption and in the ordinary course of business consistent with past practice, and to receive, process, honor, and pay, to the extent of available funds, any and all checks, drafts, wires, credit card payments, and ACH transfers issued and drawn on the Debtor Bank Accounts after the Petition Date by the holders or makers thereof, as the case may be, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Final Order; provided that the Debtors shall only instruct or request any Cash Management Bank to pay or honor any check, draft, or other payment item issued on a Debtor Bank Account prior to the Petition Date but presented to such Cash Management Bank for payment after the Petition Date as authorized by an order of the Court.

4. The Cash Management Banks are authorized to debit the Debtor Bank Accounts in the ordinary course of business, consistent with past practice, without the need for further order of this Court, for: (a) all checks drawn on the Debtor Bank Accounts that are cashed at such Cash Management Bank's counters or exchanged for cashier's checks by the payees thereof prior to the Petition Date; (b) all checks or other items deposited in one of the Debtor Bank Accounts with such Cash Management Bank prior to the Petition Date that have been dishonored or returned unpaid for any reason, together with any fees and costs in connection therewith, to the same extent the Debtors were responsible for such items prior to the Petition Date; and (c) all undisputed

prepetition amounts outstanding as of the date hereof, if any, owed to any Cash Management Bank as service charges for the maintenance of the Cash Management System.

5. Any existing deposit, treasury management, and merchant services agreements between or among the Debtors, the Cash Management Banks, and other parties shall continue to govern the postpetition cash management relationship between the Debtors and the Cash Management Banks, and all of the provisions of such agreements, including, without limitation, the termination and fee provisions, shall remain in full force and effect unless otherwise ordered by the Court, and the Debtors and the Cash Management Banks may, without further order of this Court, agree to and implement changes to the Cash Management System and cash management procedures in the ordinary course of business, consistent with past practice, including, without limitation, the opening and closing of bank accounts, subject to the terms and conditions of this Final Order.

6. To the extent any of the Bank Accounts are not in compliance with section 345(b) of the Bankruptcy Code or any of the U.S. Trustee's requirements or guidelines, the Debtors shall have until a date that is thirty days from the date of this order, without prejudice to seeking an additional extension, to come into compliance with section 345(b) of the Bankruptcy Code and any of the U.S. Trustee's requirements or guidelines; provided that nothing herein shall prevent the Debtors or the U. S. Trustee from seeking further relief from the Court to the extent that an agreement cannot be reached.

7. Subject to the terms hereof, the Debtors, with the consent of the Ad Hoc Group (not to be unreasonably withheld or delayed), are authorized, but not directed in the ordinary course of business consistent with past practice, to open any new bank account or close any existing Bank Account and enter into any ancillary agreements, including deposit account control agreements,

related to the foregoing, as they may deem necessary and appropriate. The relief granted in this Final Order is extended to any new bank account opened by the Debtors in the ordinary course of business after the date hereof, which account shall be deemed a Bank Account, and to the bank at which such account is opened, which bank shall be deemed a Cash Management Bank, in each case, pursuant to this Final Order.

8. All banks maintaining any of the Debtor Bank Accounts that are provided with notice of this Final Order shall not honor or pay any bank payments drawn on the listed Debtor Bank Accounts or otherwise issued before the Petition Date for which the Debtors specifically issue timely stop payment orders in accordance with the documents governing such Debtor Bank Accounts.

9. The Cash Management Banks are authorized, without further order of this Court, to deduct any applicable fees from the applicable Debtor Bank Accounts in the ordinary course of business consistent with past practice.

10. The Cash Management Banks are authorized, without further order of this Court, to charge back to the appropriate accounts of the Debtors any amounts resulting from returned checks or other returned items, including returned items that result from ACH transactions, wire transfers, merchant services, or other electronic transfers of any kind, regardless of whether such returned items were deposited or transferred prepetition or postpetition and regardless of whether the returned items relate to prepetition or postpetition items or transfers.

11. Subject to the terms set forth herein, any bank, including the Cash Management Banks, may rely upon the representations of the Debtors with respect to whether any check, draft, wire, or other transfer drawn or issued by the Debtors prior to the Petition Date should be honored pursuant to any order of this Court, and no bank that honors a prepetition check or other item

drawn on any account that is the subject of this Final Order (a) at the direction of the Debtors, (b) in a good-faith belief that this Court has authorized such prepetition check or item to be honored, or (c) as a result of a mistake made despite implementation of reasonable customary handling procedures, shall be deemed to be nor shall be liable to the Debtors, their estates, or any other party on account of such prepetition check or other item being honored postpetition, or otherwise deemed to be in violation of this Final Order.

12. Any banks, including the Cash Management Banks, are further authorized to honor the Debtors' directions with respect to the opening and closing of any Bank Account and accept and hold, or invest, the Debtors' funds in accordance with the Debtors' instructions; provided that the Cash Management Banks shall not have any liability to any party for relying on such representations to the extent such reliance otherwise complies with applicable law.

13. The Debtors are authorized, but not directed, to continue engaging in Intercompany Transactions in connection with the Cash Management System, including funding costs incurred by their non-debtor affiliates consistent with the ordinary course of business past practice. The Debtors shall maintain reasonably accurate and detailed records of all Intercompany Transactions and the payment of Intercompany Claims so that all transactions, including Intercompany Transactions and the payment of Intercompany Claims, may be readily traced, ascertained, and recorded properly on applicable intercompany accounts (if any) and distinguished between prepetition and postpetition transactions for the purposes of determining administrative expense status. All postpetition payments from a Debtor to another Debtor or non-debtor affiliates under any postpetition Intercompany Transactions authorized hereunder that result in an Intercompany Claim are hereby accorded administrative expense status under section 503(b) of the Bankruptcy

Code. Notwithstanding anything to the contrary herein, payment of Intercompany Claims shall not exceed \$2.4 million.

14. For the avoidance of doubt, the Debtors are authorized to enter into, engage in, and satisfy any payments in connection with transactions between the Debtors and Non-Debtor Affiliates arising from or related to the operation of the Debtors' business in the ordinary course and consistent with historical practice, and the relief granted herein shall apply to the Debtor Bank Accounts and the Non-Debtor Affiliate Bank Accounts, as applicable.

15. The Debtors are authorized, but not directed, to continue operating the Corporate Credit Card Program in the ordinary course of business, consistent with prepetition practices, including by paying prepetition obligations and postpetition obligations outstanding with respect thereto, and subject to the terms and conditions of the Corporate Credit Card Program. The Debtors are further authorized to pay prepetition and postpetition obligations outstanding with respect to the Corporate Credit Card Program. Notwithstanding anything to the contrary herein, payment of prepetition and postpetition obligations outstanding with respect to the Corporate Credit Card Program shall not exceed \$100,000 per month.

16. Nothing contained in the Motion or this Final Order shall be construed to (a) create or perfect, in favor of any person or entity, any interest in cash of a Debtor that did not exist as of the Petition Date or (b) alter or impair the validity, priority, enforceability, or perfection of any security interest or lien or setoff right, in favor of any person or entity, that existed as of the Petition Date.

17. Nothing contained herein shall permit the Cash Management Banks to terminate any cash management services without thirty-days prior written notice (or such other period as may be specified in any agreement between the Debtors and such Cash Management Bank) to the

Debtors, counsel to the Ad Hoc Group, the U.S. Trustee, and any official committee appointed in these chapter 11 cases. Notwithstanding the foregoing, those prepetition agreements existing between the Debtors and the Cash Management Banks shall continue to govern the post-petition cash management relationship between the Debtors and the Cash Management Banks, in their capacity as Cash Management Banks, and all of the provisions of such agreements, including the termination, fee provisions, rights, benefits, collateral, and offset rights, and remedies afforded under such agreements shall remain in full force and effect absent further order of the Court or, with respect to any such agreement with the Cash Management Banks (including, for the avoidance of doubt, any rights the Cash Management Banks in their capacity as Cash Management Banks to use funds from the Bank Accounts to remedy any overdraft of another Bank Account or other cash management obligations, whether prepetition or postpetition, to the extent permitted under the applicable agreement), unless the Debtors and the Cash Management Banks agree otherwise, and any other legal rights and remedies afforded to the Cash Management Banks under applicable law shall be preserved.

18. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Final Order.

19. The Debtors shall maintain a matrix/schedule of all Intercompany Transactions and payments made pursuant to this Final Order, including the following information: (a) the name(s) of the payee; (b) the nature of the payment; (c) the amount of the payment; (d) the category or type of payment; (e) the Debtor or Debtors that made the payment; (f) the payment date; and (g) the

purpose of such payment. The Debtors shall provide a copy of such matrix/schedule to counsel to the Ad Hoc Group, the U.S. Trustee and any official committee appointed in these cases on or before 5:00 p.m. (prevailing Eastern Time) on Friday of each week (commencing on the Friday of the first full calendar week following the entry of this Final Order).

20. Nothing in this Final Order constitutes (a) an admission as to the validity of any claim against the Debtors; (b) a waiver of the Debtors' or any party in interest's rights to dispute the amount of, basis for, or validity of any claim or interest under applicable law or nonbankruptcy law; (c) a promise or requirement to pay any claim; (d) a waiver of the Debtors' or any other party in interest's rights under the Bankruptcy Code or any other applicable law; (e) a request for or granting of approval for assumption of any agreement, contract, program, policy, or lease under section 365 of the Bankruptcy Code; or (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. Any payment made pursuant to this Final Order is not intended to be and should not be construed as an admission to the validity of any claim or a waiver of the Debtors' or any party in interest's rights to subsequently dispute such claim.

21. 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.

22. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Final Order are immediately effective and enforceable upon its entry.

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

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

Exhibit C

Cash Management Schematic

Casa: Consolidated Bank Account Schematic

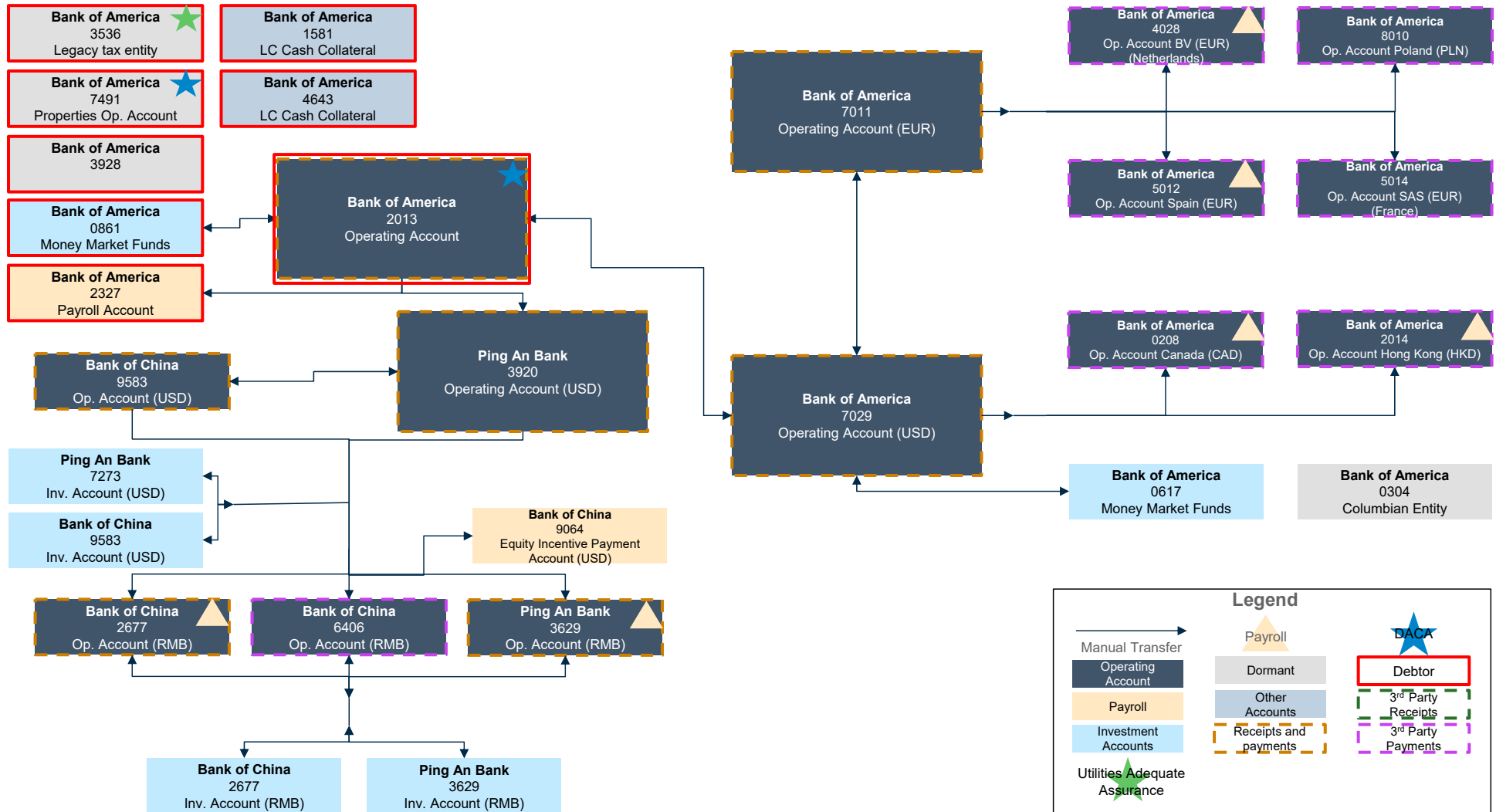


Exhibit D**Bank Accounts**

Legal Entity	Cash Management Bank	Last 4 Digits of Account #	Account Type	Debtor/Non-Debtor
Casa Systems, Inc	Bank of America	2013	Main Operating Account	Debtor
Casa Systems, Inc	Bank of America	2327	Payroll Account	Debtor
Casa Systems, Inc	Bank of America	0861	Money Market Fund Account	Debtor
Casa Systems, Inc	Bank of America	1581	Collateral Account	Debtor
Casa Systems, Inc	Bank of America	4643	Collateral Account	Debtor
Casa Systems, Inc	Bank of America	3536	Inactive/Dormant Account	Debtor
Casa Systems, Inc	Bank of America	7491	Inactive/Dormant Account	Debtor
Casa Systems, Inc	Bank of America	3928	Inactive/Dormant Account	Debtor
Casa Communications Ltd	Bank of America	7011	Operating Account	Non-Debtor
Casa Communications Ltd	Bank of America	7029	Operating Account	Non-Debtor
Casa Communications Ltd	Bank of America	0617	International Money Market Fund Account	Non-Debtor
Casa Systems, B.V.	Bank of America	4028	International Auxiliary Account	Non-Debtor
Casa Systems SAS	Bank of America	5014	International Auxiliary Account	Non-Debtor

Casa Communications Tech SLU	Bank of America	5012	International Auxiliary Account	Non-Debtor
Casa Systems, B.V.	Bank of America	8010	International Auxiliary Account	Non-Debtor
Casa Systems Canada Ltd	Bank of America	0208	International Auxiliary Account	Non-Debtor
Casa Technologies Limited	Bank of America	2014	International Auxiliary Account	Non-Debtor
BB Casa Communications	Bank of America	0304	Inactive/Dormant Account	Non-Debtor
Guangzhou Casa Communications Ltd	Ping An Bank	3920	Operating Account	Non-Debtor
Guangzhou Casa Communications Ltd	Bank of China	9583	Operating Account	Non-Debtor
Guangzhou Casa Communications Ltd	Ping An Bank	3629	Operating Account	Non-Debtor
Guangzhou Casa Communications Ltd	Bank of China	2677	Operating Account	Non-Debtor
Guangzhou Casa Communications Ltd	Bank of China	6406	Operating Account	Non-Debtor
Guangzhou Casa Communications Ltd	PingAn Bank	7273	Investment Account	Non-Debtor
Guangzhou Casa Communications Ltd	Bank of China	9064	Payroll Account	Non-Debtor
Guangzhou Casa Communications Ltd	PingAn Bank	3629	Investment Account	Non-Debtor

Guangzhou Casa Communications Ltd	Bank of China	2677	Investment Account	Non-Debtor
Guangzhou Casa Communications Ltd	Bank of China	9583	Investment Account	Non-Debtor