

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

In re:

CalAmp Corp., *et al.*,

Debtors.¹

Chapter 11

Case No. 24-____ (____)

(Joint Administration Requested)

**DEBTORS' MOTION FOR ENTRY OF INTERIM AND FINAL ORDERS
(I) AUTHORIZING THE DEBTORS TO PAY TRADE CLAIMS IN THE ORDINARY
COURSE OF BUSINESS, (II) AUTHORIZING BANKS TO HONOR AND PROCESS
CHECKS AND RELATED TRANSFERS, AND (III) GRANTING RELATED RELIEF**

The above-captioned debtors and debtors in possession (collectively, the “Debtors”) seek entry of interim and final orders, substantially in the forms attached hereto as Exhibit A and Exhibit B (the “Proposed Interim Order” and “Proposed Final Order,” respectively), (i) authorizing, but not directing, the Debtors to continue paying allowed prepetition claims (collectively, the “Trade Claims”), subject to the terms of any applicable agreement regarding such claims (collectively, the “Trade Agreements”), of certain (a) general unsecured creditors and (b) creditors whose Trade Claims may give rise to liens under certain state and federal laws, (ii) authorizing banks to honor and process checks and related transfers, and (iii) granting related relief. In support of this motion (this “Motion”), the Debtors respectfully state as follows:

JURISDICTION AND VENUE

1. The United States Bankruptcy Court for the District of Delaware (this “Court”) has jurisdiction over the above-captioned chapter 11 cases (these “Chapter 11 Cases”), the Debtors,

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number are: CalAmp Corp. (7070); CalAmp Wireless Networks Corporation (1740); LoJack Global LLC (4794); and Synovia Solutions LLC (2994). The Debtors’ service address is 15635 Alton Parkway, Suite 250, Irvine, CA 92618.

property of the Debtors' estates, and these matters under 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. This is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2).

2. Pursuant to rule 9013-1(f) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "Local Rules"), the Debtors consent to the entry of a final judgment or order with respect to this Motion if it is determined that this Court, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution.

3. Venue of these Chapter 11 Cases in this district is proper under 28 U.S.C. §§ 1408 and 1409.

4. The statutory bases for the relief requested herein are sections 105(a), 362(b), 363(b), and 503(b)(9) of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the "Bankruptcy Code"), Bankruptcy Rules 6003 and 6004, and Rule 9013-1(m) of the Local Rules of the United States Bankruptcy Court for the District of Delaware (the "Local Rules").

GENERAL BACKGROUND

5. On the date hereof (the "Petition Date"), each of the Debtors filed a voluntary petition for relief pursuant to chapter 11 of the Bankruptcy Code. The Debtors have also filed a motion requesting joint administration of these Chapter 11 Cases pursuant to Bankruptcy Rule 1015(b). The Debtors are operating their business and managing their properties as debtors in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. No request for the appointment of a trustee or examiner has been made, and no official committees have been appointed in these Chapter 11 Cases.

6. The Debtors are a connected intelligence company that leverages a data-driven solutions ecosystem to help people and organizations improve operational performance. They solve complex problems for customers within the market verticals of transportation and logistics, commercial and state and local government vehicle fleets, industrial equipment, school district yellow and white fleets, and consumer vehicles by providing solutions that track, monitor, and protect their vital assets and assist with stolen vehicle recovery. The data and insights enabled by the Debtors provides real-time visibility into a user's vehicles, assets, drivers, and cargo, giving organizations a greater understanding and control of their operations. Ultimately, these insights drive operational visibility, safety, efficiency, maintenance, and sustainability for organizations globally.

7. The Debtors offer flexible solutions to meet the requirements of varying organizations, business processes, and operational strategies. One of the key components of the Debtors' business is the CalAmp Telematics Cloud platform (the "CTC"). The CTC is the core engine that enables seamless management of data through a diverse set of assets, from service vehicles to high-value equipment. The CTC is an enablement platform that connects the Debtors' customers to provide data and insights for a wide range of applications and software services. This dependable and highly scalable platform seamlessly integrates with the Debtors' edge computing devices to provide customers detailed information and insights via Application Programming Interfaces ("APIs") or software applications built on this platform.

8. The Debtors also offer a series of telematics edge computing devices that serve as the foundation of their mobile connected ecosystem by collecting data insights from vehicles, drivers, assets, and cargo. These wireless enabled devices—including asset tracking units, mobile telematics devices, fixed and mobile wireless gateways and routers—underpin the Debtors' wide

range of proprietary and third-party software applications and services for business-critical deployments demanding secure and reliable communications and controls anywhere in the world. The Debtors' customers select products and solutions based on optimized feature sets, programmability, configurability, manageability, long-term support, reliability and, in particular, overall value.

9. The information captured through the edge computing products and the CTC helps companies more efficiently manage their vital assets including fleet video intelligence, remote asset tracking, real-time crash response and driver behavior scoring, among others. Customers can choose to access this information via intuitive purpose-built Software-as-a-Service ("SaaS") applications and/or they can programmatically integrate information from the CTC with their own custom in-house applications and workflows using open APIs also offered by the Debtors. In this way, customers who want a complete turnkey solution can quickly leverage the Debtors' information and insights while those customers wishing to integrate that information into their own applications and processes can also easily do so.

10. Additional factual background regarding the Debtors, including their business operations, their corporate and capital structure, and the events leading to the filing of these Chapter 11 Cases is set forth in the *Declaration of Jikun Kim in Support of the Debtors' Chapter 11 Petitions and First Day Pleadings* (the "First Day Declaration"), which is incorporated herein by reference.²

11. As detailed in the First Day Declaration, these Chapter 11 Cases are "prepackaged" cases commenced for the purpose of implementing restructuring transactions agreed upon among

² All capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the First Day Declaration.

the Debtors and the Consenting Lenders. Prior to the Petition Date, the Debtors entered into the Restructuring Support Agreement, dated as of May 31, 2024. A joint prepackaged chapter 11 plan of reorganization reflecting the terms of the Restructuring Support Agreement (as may be amended, modified, or supplemented, the “Plan”) was filed contemporaneously herewith, along with (a) a corresponding disclosure statement (as may be amended, modified or supplemented, the “Disclosure Statement”) and (b) a motion seeking, among other things, approval of the Disclosure Statement and confirmation of the Plan. The Plan was solicited prior to the Petition Date and the Debtors received approval from 100% of the Term Loan Secured Party—the only impaired class entitled to vote on the Plan. Importantly, the Plan contemplates that all Allowed Secured Notes Claims and Allowed General Unsecured Claims (each as defined in the Plan) will be unimpaired with respect to their legal, equitable, and contractual rights to avoid disruption to the normal operations of the Debtors’ business. Therefore, the relief requested herein seeks to alter only the timing, not the amount or priority, of the payments requested in this Motion.

RELIEF REQUESTED

12. The Debtors seek entry of the Proposed Interim Order and the Proposed Final Order, (i) authorizing, but not directing, the Debtors to pay all Trade Claims to Trade Creditors in the ordinary course of business, (ii) authorizing the Banks to honor and process related checks and transfers, and (iii) granting related relief. As described in further detail below, the obligations that the Debtors seek authority to pay are summarized in the following table:

Category	Description of Claims	Estimated Total Amount Due in Interim Period	Estimated Total Amount Outstanding as of Petition Date
Ordinary Course Vendor Claims	Claims of certain Trade Creditors that maintain the going concern value of the Debtors' enterprise.	\$1,500,000	\$2,500,000
Foreign Vendor Claims	Claims held by suppliers, service providers, and distributors based outside the United States	\$3,000,000	\$8,750,000
Shippers/Lien Claims	Claims held by common carriers, shippers, and warehousemen	\$300,000	\$13,000
Total Trade Claims:		\$4,800,000	\$11,263,000

FACTS RELEVANT TO THIS MOTION

I. Ordinary Course Vendor Claims

13. The Debtors receive goods and services in the ordinary course of business, including, among other things, manufacturing and access to specialized equipment, parts, hardware, software, and related services that are essential to the Debtors' business operations, including the production of the Debtors' telematics edge computing devices and the services the Debtors provide to their customers through various software applications, including the CTC and the Debtors' SaaS applications. The Debtors incur numerous fixed, liquidated, and undisputed payment obligations to their creditors in the ordinary course of business related to these goods and services. As of the Petition Date, the Debtors estimate that there are approximately \$2,500,000 of accrued and unpaid ordinary course vendor claims ("Vendor Claims"), \$1,500,000 of which will come due in the first twenty-one (21) days following the Petition Date (the "Interim Period").³

³ Contemporaneously with the filing of this Motion, the Debtors have filed certain other "first day" motions seeking authority to satisfy certain prepetition claims. As used herein, the term "Trade Claims" does not include any of the obligations the Debtors seek to pay under a separate motion. Nothing contained herein is intended or should be

14. The goods and services giving rise to the Vendor Claims are necessary to the Debtors' business operations. A significant portion of the Vendor Claims are related to supplies, parts, and maintenance for equipment necessary for the Debtors' continued support of their cloud computing services and SaaS applications. The failure to make payments to cover these costs could result in disruptions in the Debtors' business operations, which could have a negative impact on their reputation with their customers. Additionally, a portion of the Vendor Claims are comprised of section 503(b)(9) claims, on account of goods delivered to the Debtors within 20 days of the Petition Date. Such claims are entitled to administrative priority and are required to be paid in full to confirm a plan of reorganization.

II. Foreign Vendor Claims

15. In the ordinary course of business, the Debtors incur various obligations to foreign vendors that provide essential goods and services to the Debtors (the "Foreign Vendor Claims"). These foreign vendors are located in, among others, Vietnam, Brazil, Mexico, Canada, Taiwan, Germany, and China. The crucial goods, materials, and services provided by the foreign vendors are critical to the Debtors' operations. Certain of the Foreign Vendors Claims are on account of goods of services provided to the Debtors and related to the Debtors' operations which were received by the Debtors before the Petition Date.

16. The Debtors believe that most, if not all, of the foreign vendors may not be familiar with Chapter 11. As a result, despite the commencement of these Chapter 11 Cases and the imposition of the automatic stay, in the event of nonpayment of prepetition amounts or upon learning of the commencement of these Chapter 11 Cases, these foreign vendors could take actions

construed as an admission as to the validity of any claim against the Debtors or a waiver of the Debtors' rights to dispute any asserted claim.

that would cause immediate and irreparable harm to the Debtors' operations. Although the scope of the automatic stay set forth in section 362 of the Bankruptcy Code is universal, the Court is well aware of the difficulty (if not impossibility) of enforcing the stay in foreign jurisdictions.

17. As of the Petition Date, the Debtors estimate that there are approximately \$8,750,000 of accrued and unpaid Foreign Vendor Claims, \$3,000,000 of which will come due in the Interim Period.

III. Shippers/Lien Claims

18. In the ordinary course of business, the Debtors incur various obligations to shippers, common carriers, and warehousemen (the "Shippers/Lien Claims", and together with Vendor Claims and Foreign Vendor Claims, the "Trade Claims"). The Debtors' business depends on the uninterrupted flow of materials through their supply chain and distribution network, including the importation and shipment of certain specialized parts, hardware, software, and equipment throughout the world. The Debtors rely on shippers that take possession of product delivered by vendors to ports and then transport products to the locations where the Debtors operate. Additionally, the Debtors rely on shippers to transmit the Debtors' product to their customers where they are located. The shippers hold a possessory interest in the parts, equipment, and product and may decline to deliver the goods until the Debtors pay outstanding balances on previous services. Such an outcome could cause significant disruptions to the operation of the Debtors' business that would impede their ability to operate successfully in these Chapter 11 Cases.

19. The Debtors also engage with other parties that may have other liens on the Debtors' property for warehousing and storage, repairs, service work, or warranty services. These parties may be able to assert liens against the Debtors' property or property of the Debtors' customers, that far exceed the amounts that are owed to such vendors. If the Debtors are unable

to satisfy the claims of these vendors, these parties may encumber or otherwise hold the Debtors' property that will damage the Debtors' business far in excess of the costs of satisfying such claims.

20. As of the Petition Date, the Debtors estimate that there are approximately \$13,000 of accrued and unpaid Shippers/Lien Claims, \$300,000 of which will come due in the Interim Period.

IV. The Trade Claims

21. As described above, the Debtors incur numerous fixed, liquidated, and undisputed payment obligations in the ordinary course of business. The Trade Claims are comprised of prepetition Vendor Claims, Foreign Vendor Claims, and Shippers/Lien Claims for a total of \$11,263,000 outstanding as of the Petition Date, \$4,800,000 of which will come due in the Interim Period.

22. The Debtors are not seeking to pay these amounts immediately or in one lump sum; rather, the Debtors intend to pay undisputed amounts as they become due and payable in the ordinary course of the Debtors' business. The Debtors request authority to pay all Trade Claims on the following terms and conditions: (i) the Debtors, in consultation with the Required Consenting Lenders, shall determine which Trade Claims will be paid pursuant to the Proposed Interim Order and Proposed Final Order; and (ii) before making a payment on account of a Trade Claim, the Debtors may, in consultation with the Required Consenting Lenders, settle all or some of the prepetition claims of such creditor for less than their face amount without further notice or hearing.

23. The Debtors also request authority to require that each payee maintain or apply, as applicable, terms (the "Customary Trade Terms") during the pendency of these Chapter 11 Cases that are at least as favorable as those terms existing as of the Petition Date, or terms satisfactory to the Debtors in consultation with the Required Consenting Lenders, as a condition for receiving

any payment authorized pursuant to the relief requested in this Motion. Additionally, the Debtors request that if any payee, after receiving such a payment, ceases to provide Customary Trade Terms, then the Debtors may, in consultation with the Required Consenting Lenders, deem such payment to apply instead to any postpetition amount that may be owing to such payee or treat such payment as an avoidable postpetition transfer of property.

24. Failure to fulfill these Trade Claims could disrupt the Debtors' timely receipt of necessary services, which could negatively impact the Debtors' operations and ability to meet their commitments in the ordinary course. This jeopardizes the Debtors' quality of services, damages their market reputation, and could possibly result in a loss of customers. Accordingly, it is imperative that the Debtors maintain positive relationships with the providers of the goods and services for their business operations throughout these Chapter 11 Cases.

BASIS FOR RELIEF

I. Payment of the Trade Claims Is Warranted Under 363(b)(1) of the Bankruptcy Code.

25. Courts have recognized that it is appropriate to authorize the payment of prepetition obligations where necessary to protect and preserve the estate, including an operating business's going-concern value. *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.

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

27. Courts also authorize payment of prepetition claims in appropriate circumstances based on section 105(a) of the Bankruptcy Code. Section 105(a) of the Bankruptcy Code 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), courts may authorize pre-plan payments of prepetition obligations when essential to the continued operation of a debtor’s businesses. *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 Railway Co.*, 657 F.2d 570 (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.” *In re CoServ*, 273 B.R. at 497.

28. The Debtors respectfully submit that the relief requested herein is in the best interest of their estates, creditors, and other parties in interest. A significant portion of the Trade Claims are held by vendors that provide the Debtors goods and services necessary to run their business. In many cases, including where a creditor may itself be facing financial hardship or where a creditor may be able to easily transition their business to competitors of the Debtors, the Debtors’ failure to pay Trade Claims may result in creditors stopping work for, or deliveries to, the Debtors, which may severely disrupt the Debtors’ businesses.

29. That disruption may occur before the Debtors would be able to successfully bring an action to compel performance or otherwise enforce the automatic stay. Also, the Debtors interact with their creditors pursuant to a variety of arrangements, including arrangements that may not be executory in nature. The counterparty of such an arrangement may not agree to continue to do business with the Debtors unless paid on account of prepetition amounts due from the Debtors and would be under no obligation to do so.

30. Moreover, the relief requested herein goes to the timing of payment, not whether such payments will ultimately be made to creditors under the Plan. As mentioned, the Plan contemplates that all Allowed General Unsecured Claims (as defined in the Plan) will be unimpaired with respect to their legal, equitable, and contractual rights to avoid disruption to the normal operations of the Debtors’ business. Accordingly, the relief requested herein avoids

unnecessary harm to the enterprise by expediting distributions to holders of Trade Claims that otherwise may be made at a later date under the Plan. Indeed, the Debtors believe that delaying payment of Trade Claims beyond normal practices could damage their going concern value by undermining the “business as usual” message that serves as a cornerstone to these Chapter 11 Cases. The Debtors believe that the relief requested herein is necessary to avoid unnecessary disruption to their businesses and ensure a timely restructuring process.

II. Certain Trade Claims Are Administrative Claims

31. Further, payment of certain Trade Claims complies with the statutory requirements of the Bankruptcy Code. Specifically, certain Trade Claims relate to goods delivered to the Debtors within the 20 days prior to the Petition Date. Section 503(b)(9) of the Bankruptcy Code provides that such Trade Claims are administrative expense claims against the applicable Debtor’s estate. The Debtors, therefore, are required to pay such Trade Claims in full to confirm a plan of reorganization. *See* 11 U.S.C. § 1129(a)(9)(A) (requiring payment in full of claims entitled to priority). The Plan provides for payment in full of administrative expense claims in the ordinary course of business, on the effective date of the Plan, or as soon as practicable thereafter. Accordingly, payment of the Trade Claims that are entitled to administrative priority will only change the timing of the payment of such Trade Claims, not the amounts, and no party in interest will be materially prejudiced. *See, e.g., In re CEI Roofing, Inc.*, 315 B.R. 50, 60 (Bankr. N.D. Tex. 2004) (“[T]he payment of prepetition . . . claims . . . that qualify as priority . . . claims . . . does not trigger the same concerns (i.e., upsetting priorities under the [Bankruptcy] Code and unfair discrimination among general unsecured claims)”).

III. Certain Trade Claims Are Shippers/Lien Claims

32. Similarly, certain Trade Claims are held by parties who may be entitled to assert liens on account of any unpaid obligations. For instance, certain Trade Claims are held by creditors

that may be able to assert (a) warehousemen or (b) other possessory lien claims against certain of the Debtors' assets under certain state and federal laws.⁴ More specifically, the Debtors rely on vendors and suppliers that provide contract labor for their operations, as well as materials, such as equipment, hardware, consumables, and other products used in the Debtors' business.

33. Under section 362(b)(3) of the Bankruptcy Code, the act of perfecting at least certain of these statutory liens (to the extent consistent with section 546(b) of the Bankruptcy Code) is expressly excluded from the protections afforded by the automatic stay. Moreover, under section 363(e) of the Bankruptcy Code, certain creditors with liens may be entitled to adequate protection of their liens, the enforcement of which may impose additional costs on the Debtors' estates. Considering that creditors with liens will be unimpaired under the Plan, to avoid any unnecessary costs to the Debtors' estates, and for reasons previously stated regarding avoiding disruption to the Debtors' operations, payment of Trade Claims supported by liens is an exercise of the Debtors' sound business judgment.

IV. No Party Will Be Prejudiced by the Relief Requested Herein

34. No party in interest will be prejudiced by the relief requested by this Motion because Allowed General Unsecured Claims (as defined in the Plan) are unimpaired under the Plan. Thus, the relief requested herein seeks to alter only the timing, not the amount or priority, of such payments. Moreover, authority to pay the Trade Claims in the ordinary course of business is necessary to avoid the risk of key vendors and service providers withholding services to the Debtors.

⁴ For example, section 7-307 of the Uniform Commercial Code provides, in pertinent part, that a "carrier has a lien on the goods covered by a bill of lading or on the proceeds thereof in its possession for charges after the date of the carrier's receipt of the goods for storage or transportation, including demurrage and terminal charges, and for expenses necessary for preservation of the goods incident to their transportation or reasonably incurred in their sale pursuant to law." See U.C.C. § 7-307(a) (AM. L. INST. & UNIF. L. COMM'N 2022).

35. For all these reasons, courts in this and other jurisdictions routinely authorize payments of the kind contemplated herein in prepackaged bankruptcy cases. *See, e.g., In re Dynata, LLC*, No. 24-11057 (TMH) (May 23, 2024), D.I. 77 (authorizing the Debtors to pay allowed trade claims); *In re TPC Group Inc.*, No. 22-10943 (CTG) (June 7, 2022), D.I. 341 (authorizing payment to certain suppliers and lien claimants). Accordingly, the Debtors respectfully request authority to pay Trade Claims in the ordinary course of business.

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

36. The Debtors have sufficient funds to pay the amounts described in this motion in the ordinary course of business by virtue of expected cash flows from ongoing business operations 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 believe that checks or wire transfer requests, other than those relating to authorized payments, will not be honored inadvertently. Therefore, the Debtors respectfully request that the Court 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.

THE REQUIREMENTS OF BANKRUPTCY RULE 6003 ARE SATISFIED

37. Bankruptcy Rule 6003 empowers a court to grant relief within the first 21 days after the Petition Date "to the extent that relief is necessary to avoid immediate and irreparable harm." For the reasons discussed above, the Debtors believe an immediate and orderly transition into Chapter 11 is critical to the viability of their operations and that any delay in granting the relief requested could hinder the Debtors' operations and cause irreparable harm. Furthermore, the failure to receive the requested relief during the first 21 days of these Chapter 11 Cases would

severely disrupt the Debtors' operations at this important juncture. For the reasons discussed herein, the relief requested is necessary for the Debtors to operate their businesses in the ordinary course and preserve the ongoing value of the Debtors' operations and maximize the value of their estates for the benefit of all stakeholders. Accordingly, the Debtors submit that they have satisfied the "immediate and irreparable" standard of Bankruptcy Rule 6003 to support granting the relief requested herein.

WAIVER OF BANKRUPTCY RULE 6004(a) AND 6004(h)

38. To implement the foregoing successfully, the Debtors seek a waiver of the notice requirements under Bankruptcy Rule 6004(a) and the 14-day stay of an order authorizing the use, sale, or lease of property under Bankruptcy Rule 6004(h).

RESERVATION OF RIGHTS

39. Nothing contained herein is intended or shall be construed as: (a) an admission as to the amount of, basis for, or validity of any claim against the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim; (c) a promise or requirement to pay any particular claim; (d) an implication or admission that any particular claim is of a type specified or defined in this motion; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; or (g) a waiver of any claims or causes of action which may exist against any entity under the Bankruptcy Code or any other applicable law. If the Court grants the relief sought herein, any payment made pursuant to the Court's order is not intended and should not be construed as an admission as to the validity of any particular claim or a waiver of the Debtors' rights to subsequently dispute such claim.

NOTICE

40. Notice of this motion will be provided to the following parties or their respective counsel: (a) the Office of the United States Trustee; (b) the holders of the thirty (30) largest unsecured claims against the Debtors on a consolidated basis; (c) counsel to the Required Consenting Lenders; (d) the Secured Notes Collateral Agents; (e) the Internal Revenue Service; (f) the Securities and Exchange Commission; (g) the United States Attorney's Office for the District of Delaware; and (h) any party that has requested notice pursuant to Bankruptcy Rule 2002. As this Motion is seeking "first day" relief, within forty-eight (48) hours of the entry of an order with respect to this Motion, the Debtors will serve copies of this Motion and any order entered with respect to this Motion as required by Local Rule 9013-1(m). The Debtors respectfully submit that, in light of the nature of the relief requested, no further notice is necessary.

NO PRIOR REQUEST

41. No prior request for the relief sought in this motion has been made to this or any other court.

WHEREFORE, the Debtors respectfully request that the Court enter interim and final orders, substantially in the forms attached hereto as **Exhibit A** and **Exhibit B**, granting the relief requested herein and such other relief as the Court deems appropriate under the circumstances.

Dated: June 3, 2024
Wilmington, Delaware

Respectfully submitted,

/s/ Aaron H. Stulman

L. Katherine Good (No. 5101)

Aaron H. Stulman (No. 5807)

Gregory J. Flasser (No. 6154)

POTTER ANDERSON & CORROON LLP

1313 N. Market Street, 6th Floor

Wilmington, Delaware 19801

Telephone: (302) 984-6000

Facsimile: (302) 658-1192

Email: kgood@potteranderson.com

astulman@potteranderson.com
gflasser@potteranderson.com

Proposed 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:

CalAmp Corp., *et al.*,

Debtors.¹

Chapter 11

Case No. 24-____ (____)

(Joint Administration Requested)

Re: Docket No. __

**INTERIM ORDER (I) AUTHORIZING THE DEBTORS
TO PAY TRADE CLAIMS IN THE ORDINARY COURSE
OF BUSINESS, (II) AUTHORIZING BANKS TO HONOR AND PROCESS
CHECKS AND RELATED TRANSFERS, AND (III) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an interim order (this “Interim Order”), (a) authorizing the Debtors to pay in the ordinary course of business allowed Trade Claims, subject to the terms of any applicable Trade Agreements, of (i) general unsecured creditors and (ii) creditors whose Trade Claims may give rise to liens under certain state and federal laws, (b) authorizing banks to honor and process checks and related transfers, (c) granting related relief, and (d) scheduling a final hearing to consider approval of the Motion on a final basis, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having 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, and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28

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

U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Motion is granted on an interim basis as set forth in this Interim Order.
2. The final hearing (the "Final Hearing") on the Motion shall be held on _____, 2024, at ____:____m., prevailing Eastern Time. Any objections or responses to entry of a final order on the Motion shall be filed with the Court, and served so as to be **received** by the following parties, **by no later than 4:00 p.m., prevailing Eastern Time, on _____, 2024**: (i) proposed counsel to the Debtors, Potter Anderson & Corroon LLP, 1313 North Market Street, 6th Floor, Wilmington, Delaware 19801 (Attn: L. Katherine Good (kgood@potteranderson.com), Aaron H. Stulman (astulman@potteranderson.com), and Gregory J. Flasser (gflasser@potteranderson.com)); (ii) the Office of the United States Trustee, J. Caleb Boggs Federal Building, 844 King Street, Suite 2207, Lockbox 35, Wilmington, DE 19801 (Attn: Rosa Sierra-Fox (rosa.sierra-fox@usdoj.gov)); (iii) counsel to the Required Consenting Lenders, (a) Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, NY 10036-6745 (Attn: Michael S. Stamer (mstamer@akingump.com) and Jason Rubin (jrubin@akingump.com)), and (b) Pashman Stein Walder Hayden P.C., 1007 North Orange Street, 4th Floor #183,

Wilmington, DE 19801 (Attn: John W. Weiss (jweiss@pashmanstein.com) and Joseph C. Barsalona II (jbarsalona@pashmanstein.com)); and (iv) if any statutory committee has been appointed in these Chapter 11 Cases, counsel to such committee.

3. The Debtors are authorized, but not directed, in the reasonable exercise of their business judgment, to pay some or all of the prepetition Trade Claims in the ordinary course of business in an amount up to \$4,800,000 during the Interim Period, in consultation with the Required Consenting Lenders.

4. Prior to making any payment to a creditor under this Interim Order, the Debtors may, in consultation with the Required Consenting Lenders, settle all or some of the prepetition claims of such creditor for less than the face amount without further notice or hearing.

5. The Debtors are authorized, but not directed, to require that, as a condition to receiving any payment under this Interim Order, a payee maintain or apply, as applicable, Customary Trade Terms. If a payee, after receiving a payment under this Interim Order, ceases to provide Customary Trade Terms, then the Debtors may, in their sole discretion, deem such payment to apply instead to any postpetition amount that may be owing to such payee or treat such payment as an avoidable postpetition transfer of property.

6. Any party that accepts payment from the Debtors on account of a prepetition Trade Claim shall be deemed to have agreed to the terms and provisions of this Interim Order.

7. Nothing herein shall be deemed to authorize the Debtors to accelerate any payments not otherwise due.

8. 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.

9. Notwithstanding the relief granted in this Interim Order and any actions taken pursuant to such relief, nothing in this Interim Order shall be deemed: (a) an admission as to the validity of any prepetition claim against a Debtor entity; (b) a waiver of the Debtors' or any other party in interest's right to dispute any prepetition claim on any grounds; (c) a promise or requirement to pay any prepetition claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Interim Order or the Motion; (e) a request or authorization to assume any prepetition agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) a waiver of the Debtors' or any other party in interest's rights under the Bankruptcy Code or any other applicable law; or (g) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) satisfied pursuant to the Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens.

10. The Debtors are authorized to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of these Chapter 11 Cases with respect to prepetition amounts owed in connection with the relief granted herein.

11. The Debtors shall maintain a matrix summarizing (a) the name of each claimant with respect to any applicable Trade Claim paid, (b) the amount paid to each claimant on account of the applicable Trade Claim(s), and (c) the type of goods or services provided by each claimant in connection with the applicable Trade Claim(s) and make this matrix available to counsel for

(i) the Required Consenting Lenders and (ii) a statutory committee (if any) upon reasonable request.

12. The Debtors shall make their best effort to comply with the requirements (if any) imposed on the Debtors under any order(s) of this Court approving the use of cash collateral (any such order, a “Cash Collateral Order”), including any budget in connection with such Cash Collateral Order.

13. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(b).

14. 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.

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

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

17. This Court retains exclusive 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:

CalAmp Corp., *et al.*,

Debtors.¹

Chapter 11

Case No. 24-____ (____)

(Joint Administration Requested)

Re: Docket No. __

**FINAL ORDER (I) AUTHORIZING THE DEBTORS
TO PAY TRADE CLAIMS IN THE ORDINARY COURSE
OF BUSINESS, (II) AUTHORIZING BANKS TO HONOR AND PROCESS
CHECKS AND RELATED TRANSFERS, AND (III) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of a final order (this “Final Order”), (a) authorizing the Debtors to pay in the ordinary course of business allowed Trade Claims, subject to the terms of any applicable Trade Agreements, of (i) general unsecured creditors and (ii) creditors whose Trade Claims may give rise to liens under certain state and federal laws, (b) authorizing banks to honor and process checks and related transfers, and (c) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having 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, and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number are: CalAmp Corp. (7070); CalAmp Wireless Networks Corporation (1740); LoJack Global LLC (4794); and Synovia Solutions LLC (2994). The Debtors’ service address is 15635 Alton Parkway, Suite 250, Irvine, CA 92618.

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

U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Motion is granted on a final basis as set forth in this Final Order.
2. The Debtors are authorized, but not directed, in the reasonable exercise of their business judgment, to pay some or all of the prepetition Trade Claims in the ordinary course of business, in consultation with the Required Consenting Lenders.
3. The Debtors are authorized, but not directed, to require that, as a condition to receiving any payment under this Final Order, a payee maintain or apply, as applicable, Customary Trade Terms. If a payee, after receiving a payment under this Final Order, ceases to provide Customary Trade Terms, then the Debtors may, in their sole discretion, deem such payment to apply instead to any postpetition amount that may be owing to such payee or treat such payment as an avoidable postpetition transfer of property.
4. Any party that accepts payment from the Debtors on account of a prepetition Trade Claim shall be deemed to have agreed to the terms and provisions of this Final Order.
5. 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.

6. Notwithstanding the relief granted in this Final Order and any actions taken pursuant to such relief, nothing in this Final Order shall be deemed: (a) an admission as to the validity of any prepetition claim against a Debtor entity; (b) a waiver of the Debtors' or any other party in interest's right to dispute any prepetition claim on any grounds; (c) a promise or requirement to pay any prepetition claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Final Order or the Motion; (e) a request or authorization to assume any prepetition agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) a waiver of the Debtors' or any other party in interest's rights under the Bankruptcy Code or any other applicable law; or (g) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) satisfied pursuant to the Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens.

7. The Debtors are authorized to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of these Chapter 11 Cases with respect to prepetition amounts owed in connection with the relief granted herein.

8. The Debtors shall maintain a matrix summarizing (a) the name of each claimant with respect to any applicable Trade Claim paid, (b) the amount paid to each claimant on account of the applicable Trade Claim(s), and (c) the type of goods or services provided by each claimant in connection with the applicable Trade Claim(s) and make this matrix available to counsel for

(i) the Required Consenting Lenders and (ii) a statutory committee (if any) upon reasonable request.

9. The Debtors shall make their best effort to comply with the requirements (if any) imposed on the Debtors under any order(s) of this Court approving the use of cash collateral (any such order, a “Cash Collateral Order”), including any budget in connection with such Cash Collateral Order.

10. Nothing herein shall be deemed to authorize the Debtors to accelerate any payments not otherwise due.

11. 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.

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

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

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