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Proposed Counsel for Debtor
and Debtor in Possession

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

In re

HAWAIIAN AIRLINES, INC.,
a Hawaii corporation,

Debtor.

Case No. 03 -00817 _____
(Chapter 11)

**MOTION FOR ORDER PURSUANT TO
11 U.S.C. § 366 PROHIBITING
UTILITIES FROM ALTERING,**

REFUSING OR DISCONTINUING SERVICES AND DETERMINING THAT ADEQUATE ASSURANCE HAS BEEN PROVIDED TO UTILITIES; EXHIBIT A; PROPOSED ORDER

Date: March 21, 2003

Time:

Judge: Hon. Robert J. Faris

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

Hawaiian Airlines Inc., the debtor and debtor in possession in the above-captioned chapter 11 case (the “Debtor”), by and through its undersigned proposed co-counsel, hereby submits this Motion for Order Pursuant to 11 U.S.C. § 366 Prohibiting Utilities From Altering, Refusing or Discontinuing Services and Determining that Adequate Assurance Has Been Provided to Utilities (the “Motion”), and in support thereof, the Debtor respectfully represents as follows:

I. JURISDICTION

1. This Court has jurisdiction to consider this Motion pursuant to 28 U.S.C. §§ 157 and 1334. Consideration of this Motion is a core proceeding pursuant to 28 U.S.C. § 157(b).

2. Venue of this proceeding and the Debtor’s chapter 11 case is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The relief requested in this Motion may be granted in accordance with the provisions of 11 U.S.C. §§ 105(a) and 366.

II. BACKGROUND

4. On March 21, 2003 (the “Petition Date”), the Debtor filed a petition for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the District of Hawaii (the “Bankruptcy Court”). Pursuant to sections 1107(a) and 1108 of the Bankruptcy Code, the Debtor is operating its businesses and managing its properties as a debtor in possession. No trustee, examiner or committee of creditors has been appointed in the Debtor’s chapter 11 case.

5. The Debtor was incorporated in January of 1929 under the laws of the Territory of Hawaii and is currently a subsidiary of Hawaiian Holdings, Inc. (“Hawaiian Holdings”),¹ a Delaware corporation whose common stock is traded on the American Stock Exchange and Pacific Exchange under the ticker symbol “HA.” As part of the regular Securities and Exchange Commission filings of Hawaiian Holdings, Hawaiian Holdings reports its financial and operating results with those of the Debtor on a consolidated basis.

The Debtor’s Business

6. The Debtor is engaged primarily in the scheduled transportation of passengers, cargo and mail. The Debtor’s passenger airline business is its chief

¹ Hawaiian Holdings holds 49.1% of the outstanding common stock of the Debtor directly. The remaining 50.9% of the outstanding common stock of the Debtor is held by AIP, Inc. (“AIP”), a wholly-owned subsidiary of Hawaiian Holdings.

source of revenue. Principally all of the Debtor's flights either originate or end in the state of Hawaii. The Debtor provides passenger and cargo service from Hawaii, predominately Honolulu, to the cities of Los Angeles, Ontario, Sacramento, San Diego and San Francisco, California; Seattle, Washington; Portland, Oregon; Phoenix, Arizona; and Las Vegas, Nevada (the "Transpacific Routes"). The Debtor also provides non-stop service between and among the six major islands of the state of Hawaii (the "Interisland Routes") and weekly service to each of Pago Pago, American Samoa and Pepeeete, Tahiti in the South Pacific (the "South Pacific Routes"). Charter service is provided from Honolulu to Anchorage, Alaska (the "Charter Routes"). Based upon the Debtor's operating revenues, the Debtor is the largest airline headquartered in Hawaii.

7. Based on its unaudited results, the Debtor had a net loss of approximately \$58 million for the twelve months ended December 31, 2002 ("Year 2002") on operating revenue of approximately \$632 million for the same period. In comparison, for the twelve months ended December 31, 2001 ("Year 2001"), the Debtor reported net income of approximately \$5 million on operating revenue of approximately \$612 million for the same period. The Debtor's assets and liabilities, as of December 31, 2002, were approximately \$256 million and \$399 million, respectively. The Debtor's reported assets and liabilities, as of December 31, 2001, were approximately \$305 million and \$327 million, respectively.

8. The Debtor is party to a network of agreements among airlines. Because of the interdependent nature of airline operations, coordination among airlines, provision of airline services, and efficient service by the airline industry to the traveling public, in general, would be virtually impossible without such agreements. Among other things, these agreements facilitate cooperation among airlines with respect to such critical activities as making reservations and transferring passengers, packages, baggage and mail among airlines.

The Debtor's Fleet

9. Beginning in the fourth quarter of 1999, the Debtor initiated a plan to replace its entire fleet of McDonnell Douglas DC-9 aircraft used to service its Interisland Routes. This effort was completed in the first quarter of 2002, with the Debtor taking delivery of thirteen Boeing 717-200 aircraft (the "717 Aircraft").

10. Similarly, in the fourth quarter of 2001, the Debtor initiated a plan to replace, by June 2003, its entire fleet of McDonnell Douglas DC-10 aircraft (the "DC-10 Aircraft") used to service the Transpacific Routes, South Pacific Routes and Charter Routes (the "Overseas Routes") with sixteen Boeing 767-300ER aircraft (the "767 Aircraft"). To date, the Debtor has taken delivery of ten new and four used Boeing 767-300ER aircraft and has returned eleven DC-10 Aircraft leased from Continental Airlines, Inc. and a subsidiary of American Airlines, Inc

("American"). The Overseas Routes are currently serviced by fourteen Boeing 767-300ER aircraft.

11. All of the Debtor's aircraft are leased from various lessors under either financing or operating leases. Three of the Debtor's 767 Aircraft are leased under fifteen-year operating leases with a subsidiary of Ansett Worldwide Aviation Services, Inc. ("Ansett") and were delivered to the Debtor in the fourth quarter of 2001. Four 767 Aircraft were delivered in 2002 under seven-year operating leases with International Lease Finance Corporation. Seven of the Debtor's 767 Aircraft are leased under eighteen-year operating leases from Ansett and a subsidiary of Boeing Capital Corporation ("Boeing"). Each of the 717 Aircraft is leased under an eighteen-year leveraged financing lease with Boeing. The Debtor's four remaining DC-10 Aircraft are leased under operating leases with American and B.C.I. Leasing.

Employees

12. The Debtor has approximately 3,200 active employees, approximately 2,600 of which are employed on a full time basis. The majority of the Debtor's employees are covered by labor agreements with the International Association of Machinists and Aerospace Workers (AFL-CIO) ("IAM"); the Airline Pilots Association, International ("ALPA"); the Association of Flight Attendants ("AFA"); the Transport Workers Union ("TWU"); or the Employees of the

Communications Section (“Communications Section”). Each of these labor agreements, other than the contract with the seven-member Communications Section, was renegotiated in 2000 or 2001, and will be subject to renegotiation again in 2004 or 2005.

Previous Restructurings

13. On September 21, 1993, the Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code with the Bankruptcy Court (the “1993 Bankruptcy”).² Following confirmation of the Debtor’s plan of reorganization in the 1993 Bankruptcy on August 30, 1994, the Debtor successfully emerged from the 1993 Bankruptcy. Thereafter, on August 29, 2002, the Debtor was restructured from a public company into a wholly-owned subsidiary of Hawaiian Holdings and AIP (the “Restructuring”). As part of the Restructuring, the stockholders of the Debtor became stockholders of Hawaiian Holdings and Hawaiian Holdings assumed sponsorship of the Debtor’s existing stock agreements. Prior to the Restructuring, the common stock of the Debtor was publicly traded on the American Stock Exchange and Pacific Exchange under Hawaiian Holdings’ ticker symbol of “HA.”

² United States Bankruptcy Court, District of Hawaii, Case No. 93-01074.

The Debtor's Current Financial Crisis

14. The Debtor's current financial crisis was precipitated by a confluence of factors relating, in large part, to the depressed economic conditions of both the United States and Japan. These factors include: (a) decreased fare revenue, (b) high aircraft lease costs, (c) high labor costs and (d) increased insurance, security and fuel costs. Although the terrorist attacks of September 11, 2001 are one of the most obvious and publicized reasons for the Debtor's current financial crisis, it is the significant, though related, decline in the economies of the United States and Japan that has most contributed to the necessity of the Debtor's chapter 11 filing.

15. Following the events of September 11, 2001, the Debtor has seen a marked and dramatic reduction in the demand for travel to and within the islands of Hawaii. This reduced demand has been exacerbated by the flagging economies of the United States and Japan since that time. The demand for vacation travel, which historically has been the Debtor's greatest source of income, has been most affected by the economic decline. In order to attract passengers, airlines, including the Debtor, have been forced to lower their fares. The introduction of "low cost carriers," such as Jet Blue, has led to a further reduction in fare structure, as national airlines have been forced to reduce ticket prices to remain competitive. The combination of fewer ticket sales made at reduced fares continues to impact the Debtor's revenue and earnings negatively.

16. Beginning in late 1999, as discussed above, the Debtor began a refueling process under which its aging fleet of McDonnell Douglas DC-9 aircraft and DC-10 Aircraft would be completely replaced by the end of 2003. By July of 2001, the Debtor had entered into the last of its agreements with lessors that would provide the aircraft for this refueling. Although the terms of these agreements were considered to be fair and at market rates when agreed to, the subsequent and unforeseen decline in economic conditions in the United States and abroad have caused the terms of such leases to be highly unfavorable. Because its aircraft lease costs are grounded in economic assumptions that have failed to materialize, the Debtor has been forced to shoulder the crippling costs of over-market leases. For the Year 2002, expenses associated with the Debtor's aircraft leases made up 12% of its total operating expenses.

17. Similarly, because the Debtor's union agreements were renegotiated in 2000 and 2001, the Debtor's labor costs have not been in line with current economic conditions. Based upon market assumptions made in 2000 and pre-September 11, 2001, the Debtor's labor costs have exceeded what the Debtor could realistically maintain based upon its revenues. This relative increase in labor costs, as compared to revenue, has negatively impacted the Debtor's ability to remain a viable enterprise. For the Year 2002, the Debtor's labor costs made up 30% of its total operating expenses.

18. As a direct result of the events of September 11, 2001 and the long-standing international crises in the Middle East, the Debtor has seen increases in several of its cost centers. For instance, insurance rates associated with airline operations have increased substantially as compared to pre-September 11, 2001 rates. Because of increased airline security requirements, the Debtor also has been faced with increased security expenditures. Moreover, fuel costs, which made up approximately 14% of the Debtor's operating expenses for Year 2002, also have steadily increased during this period. These increased costs, in the face of declining revenues, have further weakened the Debtor's ability to succeed as a going-concern.

Prepetition Activities

19. The two largest controllable components of the Debtor's cost structure are labor and aircraft costs. These are, therefore, the two areas upon which the Debtor had focused prior to the Petition Date in trying to accomplish a successful out-of-court financial and operational restructuring. To that end, the Debtor has, particularly within the past year, been actively negotiating with both its aircraft lessors and labor unions to reduce its aircraft and labor costs, respectively. These negotiations have continued up until the Debtor's bankruptcy filing. On February 20, 2003, the Debtor's employees represented by IAM agreed to \$3.8 million in concessions. On March 6, 2003, the Debtor's employees represented by ALPA

reached an agreement with the Debtor with respect to approximately \$8 million in concessions. Similarly, on March 11, 2003, the Debtor's employees represented by AFA agreed to approximately \$3.5 million in concessions. Although the Debtor and its labor unions have made great progress in these negotiations, it now appears that the only practicable way for the Debtor to reorganize is under the protection afforded to it under the Bankruptcy Code, as the Debtor has not been successful in its attempts to negotiate significant concessions from its aircraft lessors.

III. RELIEF REQUESTED

20. By this Motion, the Debtor seeks immediate entry of an order:
- (a) prohibiting the Utilities (as defined herein) from altering, refusing or discontinuing Utility Services (as defined herein) on account of the Debtor's failure to pay prepetition invoices when due, filing of this chapter 11 case or failure to post a deposit; and
 - (b) determining that the Utilities have "adequate assurance of payment" within the meaning of section 366 of the Bankruptcy Code in the form of payment, in accordance with the prepetition practices, of all undisputed invoices for postpetition Utility Service provided by the Utilities to the Debtor and an

administrative expense priority under sections 503(b)(1)(A) and 507(a)(1) of the Bankruptcy Code for the Debtor's obligations to pay such postpetition invoices, without the need for the payment of additional deposits or other security.

IV. THE UTILITIES

21. In connection with the operation of its business and management of its properties, the Debtor obtains electricity, natural gas, water, telecommunication services and similar services (collectively, "Utility Services") from numerous utility suppliers throughout the United States (collectively, the "Utilities").³ For purposes of this Motion, "Utility Services" include, but are not limited to, electricity, natural gas, water and telecommunication services provided to the Debtor in the conduct of its business, and "Utilities" include the providers of these services.

22. There is no question that the Utilities are "utilities" under section 366 of the Bankruptcy Code because of their special relationships to the Debtor, the importance of these services to the Debtor's continued business operations, and because it would be extremely time-consuming, expensive and disruptive to the Debtor's business to switch service providers. *See Petralex Stainless, Ltd. v. Bishop Tube Division of Christiana Metals*, 78 B.R. 738, 742 (Bankr. E.D. Pa.

1987) (landlord with contractual duty to provide utility services was a “utility” pursuant to section 366 because it would be impossible for debtor to bypass landlord and secure alternative source); *In re Gehrke*, 57 B.R. 97 (Bankr. D. Or. 1985) (electricity service was a “utility” pursuant to section 366 because the debtor would have to obtain a special ruling and pay substantial costs to obtain power from another supplier); *Good Time Charlie’s Ltd. v. Black*, 25 B.R. 226 (Bankr. E.D. Pa. 1982) (non-monopolistic provider of electricity service that was not a public utility was a “utility” for purposes of section 366 where “the debtor would be forced to incur a large and very possibly prohibitive expense in the form of rewiring, among other things, if it were required to seek electrical service” from another source); *In re Hobbs*, 20 B.R. 488, 489 (Bankr. E.D. Pa. 1982) (condominium association that provided electricity to debtor was “utility” under section 366 because debtor could not obtain comparable service elsewhere).

23. Uninterrupted Utility Services are essential to the Debtor’s continued operations. The Debtor cannot maintain its facilities and related operations if its Utility Services are disrupted. Nor is it realistic to expect the Debtor to be able to work out individual adequate assurance arrangements with each of the many different Utilities providing Utilities Services to the Debtor. If the Utilities are permitted to terminate Utility Services after the 20-day standstill period provided

³ A list of the Utilities that the Debtor has been able to identify, at this time, is attached hereto as Exhibit A.

by section 366 of the Bankruptcy Code, the Debtor's business would be harmed irreparably and its efforts to reorganize could be imperiled.

24. Prior to the Petition Date, the Debtor has maintained an excellent payment history with the Utilities with respect to the Utility Services and has generally paid invoices for services rendered in full and on time.

V. PROPOSED PROCEDURE

25. Given the Debtor's history of prompt payment of its utility bills and the availability of cash to fund the Debtor's ongoing business operations, the Debtor submits that the prompt payment and treatment of all charges for Utility Services made after the commencement of the Debtor's chapter 11 case as administrative expenses under section 366 of the Bankruptcy Code provides each Utility with sufficient adequate assurance of payment. Accordingly, by this Motion, the Debtor seeks an order approving its proposed adequate assurance to each Utility and the procedure concerning adequate assurance described herein.

26. In order to ensure the continuous provision of Utility Services by the Utilities, the Debtor further requests that any deposits, bonds, letters of credit or other assurances of payment that were in place prior to the filing of this chapter 11 case remain in place and continue to be held by each respective Utility (and not applied against any pre- or postpetition obligation of the Debtor), except upon entry of a further order of this Court upon proper application.

27. The uninterrupted provision of Utility Services is critical to the Debtor's reorganization. Any alteration, refusal or discontinuance of service to, or discrimination in providing such services, would seriously damage the Debtor's estates and could jeopardize the successful reorganization of the Debtor.

28. The relief sought in this Motion is without prejudice to the rights of the Utilities to make a written request that the Debtor provide additional assurances in the form of deposits or other security; provided, however, that any such request must be actually received by the Debtor and Counsel for the Debtor within forty-five (45) days of the date of the Order entered in accordance with this Motion (the "Deposit Request Deadline") at:

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Any request for additional assurances received by the Debtor after the Deposit Request Deadline shall constitute an untimely and invalid adequate assurance request.

29. To the extent any Utility is inadvertently omitted from Exhibit A, the Debtor shall mail a copy of this Order to such Utility upon discovery of such omission and the Utility will have forty-five (45) days from the date of service of this Order to request additional assurances in the form of deposits or other security; provided, however, that any such request must be made in writing and actually received by the Debtor and counsel for the Debtor, at the addresses listed above, within forty-five (45) days of the date of the mailing of the Order.

30. Under the relief sought herein, if the Debtor believes that a timely request for additional assurances made by the Utilities under section 366(b) of the Bankruptcy Code is unreasonable and the Debtor is unable to reach an agreed resolution with a Utility, such Utility shall be required to file a motion for determination of adequate assurance of payment unless otherwise agreed to by the parties or ordered by the Court, and the Court shall hold a hearing on such motion (the “Adequate Assurance Hearing”).

31. If an Adequate Assurance Hearing is scheduled in accordance with this Motion, such Utility shall be deemed to have adequate assurance of payment until an order of the Court is entered in connection with such Adequate Assurance Hearing. Nothing in the order granting the relief requested in this Motion shall be deemed to affect any burden of proof that either the Debtor or the moving Utility shall have at the Adequate Assurance Hearing.

VI. ARGUMENT AND AUTHORITIES

32. Pursuant to section 366 of the Bankruptcy Code, utilities may alter, refuse or discontinue service to the Debtor if, within twenty days of the Commencement Date, they do not receive adequate assurance of payment. Section 366 provides as follows:

- (a) Except as provided in subsection (b) of this section, a utility may not alter, refuse, or discontinue service to, or discriminate against, the trustee or the debtor solely on the basis of the commencement of a case under this title or that a debt owed by the debtor to such utility for service rendered before the order for relief was not paid when due.
- (b) Such utility may alter, refuse, or discontinue service if neither the trustee nor the debtor, within twenty days after the date of the order for relief, furnishes adequate assurance of payment, in the form of a deposit or other security, for service after such date. On request of a party in interest and after notice and hearing, the court may order reasonable modification of the amount of the deposit or other security necessary to provide adequate assurance of payment.

11 U.S.C. § 366.

33. Section 366 of the Bankruptcy Code applies to entities providing electricity, natural gas, water and/or telephone services, as well as any other entity that supplies services that cannot be readily obtained elsewhere, or which constitutes a monopoly with respect to the services it provides a debtor. The wide latitude to be afforded in determining those entities that constitute utilities under section 366 is recognized in the legislative history:

This Section [366] is intended to cover utilities that have some special position with respect to the debtor, such as electric company, gas supplier, or telephone company that is a monopoly in the area so that the debtor cannot easily obtain comparable service from another utility.

H.R. Rep. No. 595, 95th Cong., 1st Sess. 350 (1977); S. Rep. No. 989, 95th Cong. 2nd Sess. 60 (1978).

34. Whether a utility is subject to an unreasonable risk of nonpayment must be determined from the facts and circumstances of each case. *See Massachusetts Electric Co. v. Keydata Corp. (In re Keydata Corp.)*, 12 B.R. 156 (1st Cir. BAP 1981). Absent a prepetition default, section 366(b) of the Bankruptcy Code does not require a debtor to provide deposits and/or other security to utility companies as adequate assurance of payment. Indeed, Congress recognized that “[i]t will not be necessary to have a deposit in every case” to provide adequate

assurance. H.R. Rep. No. 595, 95th Cong., 1st Sess. 350, *reprinted in* 1978 U.S.C.C.A.N. 6306; *see also Puget Sound Energy, Inc. v. Pacific Gas and Electric Co.*, 271 B.R. 626 (N.D. Cal. 2002) (no deposit was necessary when debtor had available resources and anticipated a favorable financial condition); *In re Liberty House, Inc.*, Case No. 98-01039 (Bankr. D. Haw. Mar. 20, 1998) (no deposit was necessary when debtor had an excellent prepetition payment history and ability to pay future utility bills); *In re Penn Jersey Corp.*, 72 B.R. 981, 986 (Bankr. E.D. Pa. 1987) (utility company's request for additional security denied when debtor had not been delinquent in payment of utility bill before bankruptcy); *In re Shirey*, 26 B.R. 247, 249 (Bankr. E.D. Pa. 1982) ("section 366(b) of the Code does not permit a utility to request adequate assurance for payment for continued services unless there has been a default by the debtor on a prepetition debt owed for services rendered"); *In re Demp*, 22 B.R. 331, 332 (Bankr. E.D. Pa. 1982) ("where the debtor has a history of prompt and complete payment, in addition to being completely current in the prepetition utility payments, a cash deposit would be unnecessary"); *Heard v. City Water Board (In re Heard)*, 84 B.R. 454, 458-59 (Bankr. W.D. Tex 1987) (holding under section 366 of the Bankruptcy Code that no security deposit was necessary where chapter 7 individual debtors had a history of timely payment of their water utility bills); *In re White*, 1991 Bankr. LEXIS

1075 (Bankr. D. Idaho Aug. 2, 1991) (where no deposit was required by chapter 7 individual debtors that averred that they would be able to pay their electricity bill).

35. The Debtor expects to have sufficient funds postpetition to assure the Utilities of prompt and continued payment of all of their bills for postpetition Utility Services. The Debtor currently has substantial cash on hand. This cash, coupled with the Debtor's operating income, will provide the Debtor with more than adequate funds with which to pay for all postpetition Utility Services and other administrative expenses. Because of the availability of cash for postpetition Utility Service payments, the provision of deposits to the Utilities is unnecessary.⁴

36. The Debtor proposes to provide adequate assurance of payment to each Utility by granting it an administrative claim against the Debtor's chapter 11 estate for postpetition Utility Services, pursuant to sections 503(b) and 507(a)(1) of the Bankruptcy Code, and by the Debtor's paying postpetition amounts for Utility Services on a current and ongoing basis. An administrative priority, coupled with the availability of funds for such payment, should be sufficient to provide the Utilities with adequate assurance of payment for such services, without the need for deposits. If the Utilities believe that some additional security is required they should not be able to shut off its services to the Debtor until after that issue is resolved by this Court in the manner described above.

37. Under Section 503(b)(1)(A) of the Bankruptcy Code, postpetition utility charges generally constitute actual, necessary expenses of preserving the Debtors' estates, thus entitling such expenses to an administrative expense priority under section 507(a)(1) of the Bankruptcy Code. Accordingly, postpetition utility bills will be paid by the Debtor in the ordinary course of their business operations. The administrative expense priority provided in sections 503(b) and section 507(a)(1) of the Bankruptcy Code constitute adequate assurance of payment, and no deposit or other security should be required. *See Virginia Elec. & Power Co. v. Caldor, Inc. – NY*, 117 F.3d 646, 650 (2d Cir. 1997).

38. The relief requested in this Motion is in the best interest of the Debtor's estate and is similar to the relief granted in other complex chapter 11 cases in which the debtor was a major airline. *See In re US Airways Group Inc., et al.*, Case No. 02-83984-SSM (Bankr. E.D. Va. Aug. 12, 2002); *In re UAL Corporation, et al.*, Case No. 02-48191 (Bankr. N.D. Ill. Dec. 11, 2002). The relief requested also is similar to the relief granted in another complex chapter 11 case in this District. *See In re Liberty House, Inc.*, Case No. 98-01039 (Bankr. D. Haw. Mar. 20, 1998).

⁴ Additionally, as set forth in Exhibit A, several of the Utilities already hold deposits from the Debtor.

VII. NOTICE

39. Notice of this Motion has been provided to: (i) the Office of the United States Trustee for District of Hawaii; (ii) parties appearing on the Debtor's list of creditors holding the twenty largest unsecured claims; (iii) the Securities and Exchange Commission; and (iv) the Internal Revenue Service. Given the circumstances, the Debtor submits that no other or further notice need be given.

WHEREFORE, the Debtor respectfully requests that the Court enter an order: (a) determining that each Utility has adequate assurance of payment by the Debtor for Utility Services provided in the form of administrative claims in this chapter 11 case and the Debtor's current payments for such services, without the need for any deposits; (b) directing that each Utility shall not alter, refuse or discontinue postpetition Utility Services on account of the Debtor's chapter 11 filings or prepetition arrearages (if any) or the failure to post a deposit; (c)

establishing procedures for determining requests for additional adequate assurance;
and (d) such other and further relief as may be just or appropriate.

Dated: Honolulu, Hawaii, March 21, 2003.

By: Nicholas Dreher
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