

**IN THE UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

In re:  COUNTRY FRESH HOLDING COMPANY, INC., et al.,  <div style="text-align: right;">Debtors.<sup>1</sup></div>	§ § § § § § § §	Case No. 21-30574 (MI)  Chapter 7  (Jointly Administered)
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**ARAMARK UNIFORM & CAREER APPAREL, LLC’S APPLICATION FOR  
ALLOWANCE AND PAYMENT OF SECTION 503(b) ADMINISTRATIVE CLAIM**

**IF YOU OBJECT TO THE RELIEF REQUESTED, YOU MUST RESPOND IN WRITING. UNLESS OTHERWISE DIRECTED BY THE COURT, YOU MUST FILE YOUR RESPONSE ELECTRONICALLY AT [HTTPS://ECF.TXSB.USCOURTS.GOV/](https://ecf.txsb.uscourts.gov/) WITHIN TWENTY-ONE DAYS FROM THE DATE THIS MOTION WAS FILED. IF YOU DO NOT HAVE ELECTRONIC FILING PRIVILEGES, YOU MUST FILE A WRITTEN OBJECTION THAT IS ACTUALLY RECEIVED BY THE CLERK WITHIN TWENTY-ONE DAYS FROM THE DATE THIS MOTION WAS FILED. OTHERWISE, THE COURT MAY TREAT THE PLEADING AS UNOPPOSED AND GRANT THE RELIEF REQUESTED.**

ARAMARK Uniform & Career Apparel, LLC dba ARAMARK Uniform Services (“**ARAMARK**”) hereby submits this *Application for Allowance and Payment of Section 503(b) Administrative Claim* (the “**Application**”) and respectfully requests entry of an order (the “**Order**”) in the above-captioned chapter 7 cases, substantially in the form attached hereto as **Exhibit A**. In support of this Application, ARAMARK respectfully states as follows:

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<sup>1</sup> The Debtors in these chapter 7 cases and the last four digits of each Debtors’ taxpayer identification number (as reported by the Debtors) are as follows: Country Fresh Holding Company Inc. (7822); Country Fresh Midco Corp. (0702); Country Fresh Acquisition Corp. (5936); Country Fresh Holdings, LLC (7551); Country Fresh LLC (1258); Country Fresh Dallas, LLC (7237); Country Fresh Carolina, LLC (8026); Country Fresh Midwest, LLC (0065); Country Fresh Orlando, LLC (7876); Country Fresh Transportation LLC (8244) CF Products, LLC (8404) Country Fresh Manufacturing, LLC (7839); Champlain Valley Specialty of New York, Inc. (9030); Country Fresh Pennsylvania, LLC (7969); Sun Rich Fresh Foods (NV) Inc. (5526); Sun Rich Fresh Foods (USA) Inc. (0429); and Sun Rich Fresh Foods (PA) Inc. (4661). The Debtors’ principal place of business is 3200 Research Forest Drive, Suite A5, The Woodlands, TX, 77381.

1. On February 15, 2021 (the “**Petition Date**”), each of the Debtors filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”).

2. The Debtors operated as a debtor-in-possession from February 15, 2021, until June 21, 2021, when the Court entered its order of conversion to Chapter 7 – *Order (I) Authorizing and Approving the Conversion of the Chapter 11 Cases, (II) Extending the Designation Rights Period, and (III) Granting Related Relief* [Docket No. 719] (the “**Conversion Order**”). Thereafter, Janet S. Northrup was appointed as the Chapter 7 trustee (the “**Chapter 7 Trustee**”).

3. On July 19, 2021, the Chapter 7 Trustee filed a *Motion to Establish Administrative Expense Bar Date for 11 U.S.C. 503(b) Claim Arising before June 21, 2021* [Docket No. 794], which was granted on August 10, 2021, establishing a September 10, 2021, Bar Date for Administrative Expense Claims [Docket No. 860] (the “**Administrative Expense Bar Date Order**”).

4. ARAMARK is engaged in the business of cleaning, leasing, and selling uniforms and supplies to various business entities throughout the United States (“**Services**”). When a business entity enters into a rental service agreement with ARAMARK, ARAMARK delivers clean uniforms and/or supplies to the customer on a weekly basis and repairs and replaces the uniforms and/or supplies as needed.

5. Prior to the bankruptcy, Debtor Fresh Foods Group, dba Country Fresh, Inc., and ARAMARK entered into that certain Service Agreement dated May 11, 2020 (the “**Agreement**”), as set forth in that certain *Supplemental Notice of Executory Contracts and Unexpired Leases That May be Assumed or Assumed and Assigned in Connection With Sale and*

*the Proposed Cure Amounts with Respect Thereto* [Docket No. 264], filed by the Debtors on March 12, 2021, which Agreement had an initial term of 260 consecutive weeks.

6. The Agreement is an executory contract of the Debtors.

7. ARAMARK has continued to perform under the Agreement since the commencement of the Debtors' bankruptcy proceedings.

8. In the Agreement ARAMARK agreed to supply employee uniforms and launder them on a weekly basis for Debtors. In exchange for providing these Services, the Debtors agreed to pay ARAMARK within a set period of time upon being invoiced.

9. ARAMARK has an administrative expense claim in the amount of \$34,716.86, pursuant to 11 U.S.C. §503(b)(1)(A), for the value of Services ARAMARK provided to Debtors Country Fresh, LLC and Sun Rich Fresh Foods (USA) Inc. after commencement of Debtors' cases, and prior to the date of sale. Attached hereto as **Exhibit B** is an itemization of all the invoices that document ARAMARK's Claim against Country Fresh, LLC and Sun Rich Fresh Foods (USA) Inc. Copies of invoices can be provided upon request.

10. ARAMARK provided Services to the Debtors in the ordinary course of business in the same manner and under the same terms as had been the parties' prepetition ordinary course dealing. The amounts owed by the Debtors to ARAMARK for such Services remain unpaid. ARAMARK is entitled to an administrative expense claim pursuant to 11 U.S.C. §503(b)(1)(A) in the total amount of \$34,716.86 for the Services provided to Debtors after the commencement of the Debtors' cases and prior to the date of sale.

11. The basis for the relief sought herein is 11 U.S.C. § 503(b)(1)(A) and the Administrative Expense Bar Date Order. Section 503(b)(1)(A) allows as an administrative expense "the actual, necessary costs and expenses of preserving the estate." 11 U.S.C. § 503(b)(1)(A). "Before incurring expenses, the trustee should conclude that they are indeed

necessary to preserve the estate. ‘Preserving the estate,’ however, should not be interpreted narrowly . . . preserving the estate may also include . . . continuation of the business . . . .” 4 COLLIER ON BANKRUPTCY ¶ 503.06[1] (Alan N. Resnick & Henry J. Sommer eds., 16th ed.); *see also Reading Co. v. Brown*, 391 U.S. 471, 475 (1968) (holding that preservation of the estate includes operating the business of the debtor and allowing a tort claim against the bankruptcy estate to be an administrative expense). Section “503(b)(1)(A) serves an important interest because it provides an incentive to creditors to continue to deal with a debtor in bankruptcy so that the debtor may continue its business and thus benefit the estate.” *Nabors Offshore Corp. v. Whistler Energy II, LLC et al. (In re Whistler Energy II, LLC)*, 931 F.3d 432, 441-42 (5th Cir. 2019). To qualify for administrative expense priority under § 503(b)(1)(A), courts apply a two-pronged test: the claim must (1) arise post-petition and (2) as a result of actions taken by the debtor (including “inducement via the knowing and voluntary post-petition acceptance of desired goods or services”), create a benefit for the estate. *Whistler Energy II*, 931 F.3d at 441–43 (“[I]t is similarly clear that a written post-petition agreement between a debtor-in-possession and a creditor constitutes inducement by the debtor-in-possession.”).

12. Applying those principles to these cases, ARAMARK has a valid administrative expense claim in the amount requested herein. ARAMARK and the Debtors entered into an executory contract which the Debtors did not reject. Thus, ARAMARK was required and did continue to service the Debtors under the terms of the executory Agreement. Pursuant to the Agreement, ARAMARK provided the Services identified in **Exhibit B** hereto. The administrative expense claim is for post-petition Services provided to the Debtors, satisfying the first prong of the § 503(b)(1)(A) inquiry.

13. In addition, the second prong of the § 503(b)(1)(A) inquiry is met. ARAMARK's Services post-petition directly and substantially benefitted the Estate by providing clean and laundered uniforms, which Services benefited Debtors' Estate.

*[Remainder Intentionally Left Blank]*

**WHEREFORE**, ARAMARK respectfully requests it be granted an allowed Administrative Claim in the amount of \$34,716.86 under 11 U.S.C. § 503(b)(1)(A) of the Bankruptcy Code, and for such other and further relief as may be just and equitable.

Dated: August 30, 2021  
Houston, Texas

Respectfully submitted,

**BAKER BOTTS L.L.P.**

By: /s/ David R. Eastlake  
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**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that on August 30, 2021, I caused a copy of the foregoing to be served on all parties eligible to receive service through the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas by electronic mail.

By: /s/ David R. Eastlake  
David R. Eastlake