

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

In re:	)	Chapter 11
BL RESTAURANTS HOLDING,	)	Case No. 20-10156 (CTG)
LLC, <i>et al.</i>	)	(Jointly Administered)
	)	
Debtors.	)	<b>Related Docket No. 909</b>

**RESPONSE OF D.L., A MINOR, TO FIRST OMNIBUS (NON-SUBSTANTIVE)  
OBJECTION OF THE BL RESTAURANTS GUC TRUST TO CERTAIN  
(A) DUPLICATIVE CLAIMS; (B) LATE FILED CLAIMS; (C) AMENDED AND  
SUPERSEDED CLAIMS; AND (D) INSUFFICIENT DOCUMENTATION CLAIMS**

COMES NOW, Claimant, D.L., a Minor (ClauDean Kizart, Parent), by and through her undersigned counsel, and for her Response to the above-styled Omnibus Objection, regarding claim #10254, states as follows:

**Background**

1. Claimant, a minor, has asserted her claim citing "Litigation - Pers. Injury/Workers Comp.". Claimant has suffered personal injuries by allergic reaction as a result of having been negligently served fish (to which she was allergic and to which Debtors' employees were notified) at Debtor's restaurant "Bar Louie", located in St. Louis, Missouri. The correspondence to Sedgwick Claims Management Services, Inc., attached hereto as Exhibit A (redacted to remove Claimant's name), provides a detailed recitation of the facts as alleged by Claimant. Claimant is a resident and citizen of the State of Illinois.

2. Claimant has attached redacted medical bills associated with the injury suffered by her, which total \$3,596.90. See Exhibit B. In addition, Claimant submits selected medical records supporting her injury claim and which have also been redacted and attached as Exhibit C.

3. The attached Exhibits A, B and C serve as prima facie evidence of the existence of the injury suffered by claimant as described. Based upon this, the pain, suffering and permanent

disfigurement suffered by Claimant, a reasonable settlement value of her case falls within an estimated range of \$35,000.00 and \$65,000.00. Upon information and belief, this amount would be well within the limits of liability under any policy of insurance applicable to Debtor, BL Restaurant Operations, LLC, thereby negating any need to satisfy a recovery through the bankruptcy claims resolution process.

4. Sedgwick Claims Management Services, Inc. (hereinafter “Sedgwick”), is the program administrator for Starr Indemnity & Liability Co. on behalf of Debtor, BL Restaurant Operations, LLC. Starr Indemnity & Liability Co. is the liability insurer for BL Restaurant Operations, LLC and has assigned claim # 30194026876-0001 to Claimant’s underlying file. Prior and subsequent to the Claim Deadline, Claimant was engaged in good faith settlement negotiations with Sedgwick with regard to the above-referenced incident. *See* Correspondence, attached hereto as Exhibit D. Claims representatives for Sedgwick requested Plaintiff submit a letter of demand with supporting documentation, which Claimant did by letter dated June 8, 2020 (see Exhibit A). Thereafter Sedgwick ceased negotiations of the claim, confirmed by letter dated September 9, 2020, attached with Exhibit D.

### **Argument**

5. In adjudicating a claim objection, the Court applies a burden-shifting framework, whereby, initially, the burden of proof is on the claimant. If the claimant supports her claim with sufficient facts or documentation, the claim is deemed *prima facie* valid. The burden then shifts to the objector to provide evidence sufficient to negate the *prima facie* validity of the claim. It is often said the objector must produce evidence equal in force to the *prima facie* case. If the objector does so, the burden then reverts to the claimant to prove its validity by a preponderance of the evidence. *In re Samson Resources Corp.*, 559 B.R. 360, 374 (Bankr. D. Del. 2016).

6. Here, Claimant's proof of claim, together with the exhibits attached hereto, are sufficient to establish that Claimant's claim is *prima facie* valid. Because Claimant has now provided the Debtors with sufficient documentation, the Court should deny Debtors' request to disallow and expunge claim number 10254.

WHEREFORE, for the foregoing reasons, Claimant respectfully requests that the Court deny the Omnibus Objection as it pertains to Claimant's claim number 10254 and grant to Claimant any and all further relief deemed appropriate by the Court.

Dated: November 2, 2021  
Wilmington, Delaware

**SULLIVAN • HAZELTINE • ALLINSON LLC**

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-and-

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