

ENTERED

August 23, 2023

Nathan Ochsner, Clerk

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

In re:

NPC INTERNATIONAL, INC.,

Debtor.¹

Chapter 11

Case No. 20-33353 (DRJ)

(Docket No. 2272)

**STIPULATION AND ORDER
GRANTING SARA GARRISON LIMITED
RELIEF FROM THE PLAN AND ADR INJUNCTIONS**

This stipulation and order (the “Stipulation”) is entered into by and among the NPC International GUC Trust (the “GUC Trust”) and Sara Garrison (the “Claimant”), by and through their undersigned counsel. The GUC Trust and the Claimant collectively are referred to herein as the “Parties,” and each, as a “Party.” The Parties hereby stipulate and agree as follows:

RECITALS

A. On July 1, 2020 (the “Petition Date”), the above-captioned debtor and certain of its affiliates (the “Debtors”) each filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of Texas (the “Bankruptcy Court”), and their chapter 11 cases were jointly administered as *In re NPC International, Inc., et al.*, Case No. 20-33353 (DRJ).

¹ The Debtors in these chapter 11 cases are: NPC International, Inc. (“NPCI”); NPC Restaurant Holdings I LLC; NPC Restaurant Holdings II LLC; NPC Holdings, Inc.; NPC International Holdings, LLC; NPC Restaurant Holdings, LLC; NPC Operating Company B, Inc.; and NPC Quality Burgers, Inc. On June 25, 2021, the Court entered a final decree closing each of the chapter 11 cases other than NPCI’s chapter 11 case [Docket No. 1785]. Commencing on June 25, 2021, all motions, notices and other pleadings relating to any of the Debtors shall be filed in NPCI’s chapter 11 case.

B. On January 29, 2021, the Bankruptcy Court entered an order (the “Confirmation Order”)² confirming the Second Amended Joint Chapter 11 Plan of NPC International, Inc. and Its Affiliated Debtors (as modified, the “Plan”),³ which became effective on March 31, 2021 (the “Effective Date”).

C. Pursuant to the Plan and Confirmation Order, on the Effective Date the GUC Trust was established, and the GUC Trustee was appointed trustee of the GUC Trust, for the benefit of the GUC Trust Beneficiaries. The GUC Trust is responsible for, among other purposes set forth in the Plan: (i) reviewing, reconciling, objecting to, and resolving disputed General Unsecured Claims; and (ii) making Plan Distributions to GUC Trust Beneficiaries.

D. On May 25, 2021, the Bankruptcy Court entered an order approving Mandatory Alternative Dispute Resolution Procedures (the “ADR Procedures”) which, among other things, authorized the GUC Trust to implement the ADR Procedures, modify the ADR Procedures (along with the written consent of the relevant claimant) and settle claims subject to the ADR Procedures without Bankruptcy Court approval.⁴

E. Old Republic Insurance Company (“Old Republic”) issued the Debtors an insurance policy numbered MWZX 314332 19 and titled “Excess Business Auto” for the policy period from September 30, 2019 through September 30, 2020 (as renewed, amended, modified, endorsed or supplemented from time to time, the “Old Republic Policy”). The Old Republic Policy contains a \$1,000,000 self-insured retention (“SIR”). For liabilities in excess of the Old Republic

² Docket No. 1528.

³ Docket No. 1477. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Plan or the ADR Procedures, as applicable.

⁴ Docket No. 1714.

Policy, the Debtors maintained various excess and umbrella policies (together with the Old Republic Policy, the “Insurance Policies”).

F. On September 25, 2020, Claimant filed proof of claim no. 486 (the “Proof of Claim”). The Proof of Claim asserts a non-priority general unsecured claims in an unliquidated amount arising out of alleged injuries related to a collision (the “Accident”) that occurred on May 7, 2020 in Florida.

G. The Proof of Claim was included in the ADR Procedures and the Parties have participated and completed the offer exchange portion of the ADR Procedures without reaching a settlement.

H. The Parties attempted to mediate the matter, but the mediation did not occur. Pursuant to Section VII of the ADR Procedures, the Parties have mutually consented to modify the ADR Procedures accordingly.

I. In consideration of the foregoing, the Parties have agreed, subject to approval of the Bankruptcy Court, to modify, as applicable, the Plan Injunction and the ADR Injunction to allow Claimant to commence a state court action (the “State Court Action”) nominally against NPC International, Inc. (“NPCI”) to recover, if at all, solely against applicable insurance proceeds (if any) subject to the terms and conditions set forth below.

NOW, THEREFORE, UPON THE FOREGOING RECITALS, WHICH ARE INCORPORATED AS THOUGH FULLY SET FORTH HEREIN, IT HEREBY IS STIPULATED AND AGREED, BY AND AMONGST THE PARTIES, THROUGH THE UNDERSIGNED, AND UPON COURT APPROVAL HEREOF, IT SHALL BE ORDERED THAT:

1. This Stipulation shall have no force or effect unless and until approved by the Bankruptcy Court (the “Stipulation Effective Date”).

2. Upon the Stipulation Effective Date, the Plan Injunction and the ADR Injunction shall be modified for the sole and limited purpose of allowing Claimant to commence

the State Court Action nominally against NPCI to recover, if at all, solely from proceeds of the Insurance Policies.

3. In consideration of the foregoing modification of the Plan and ADR Injunctions, Claimant, on behalf of herself and anyone by or through her, hereby waives (i) any claims that have been or may be filed or scheduled against any of the Debtors, including, but not limited to, any claims arising from, related to, or in connection with the State Court Action and the Accident, including the Proof of Claim which shall be deemed disallowed and expunged upon the Stipulation Effective Date; (ii) any right (if any) to receive any distributions under the Plan; and (iii) other than pursuing the Lawsuit nominally against NPCI on the terms set forth herein, the right to seek satisfaction of, and is permanently enjoined from seeking payment of, any judgment, award, settlement, claim, distribution or any other payment amount resulting from or in connection with the State Court Action or the Accident from the GUC Trust, the Debtors or the Liquidating Trust. For the avoidance of doubt, Claimant acknowledges and agrees that no judgment or award of any kind is enforceable against or recoverable from the assets of the GUC Trust, the Debtors or the Liquidating Trust. The Debtors' claims and noticing agent is authorized to take all necessary actions to reflect the disallowance of all claims referenced herein on the official claims register for the chapter 11 cases.

4. Claimant shall take no action to enforce, collect, liquidate, or recover upon any judgment received in connection with the State Court Action or the Accident against the GUC Trust, the Debtors or the Liquidating Trust, or the property of any of the foregoing. Claimant further waives any and all rights to recover the GUC Trust, the Debtors or the Liquidating Trust, and any of their related parties, up to and including the first \$1 million of any resulting settlement or judgment, which is the amount of the SIR.

5. Claimant may only continue the State Court Action nominally against NPCI (and not the GUC Trust or Liquidating Trust), and neither the GUC Trust, the Debtors, the Liquidating Trust, nor any affiliate of any of the foregoing shall be obligated to: (i) pay any amounts owed or awarded in connection with the State Court Action, including, but not limited to, any monetary damages, insurance deductible, self-insured retention, or attorneys' fees and expenses; (ii) participate or otherwise expend any resources, financially or otherwise, in the State Court Action; (iii) comply with any insurance policy provisions regarding the State Court Action; or (iv) pay or otherwise satisfy (a) any self-insured retention or deductible liability, (b) any obligation to post any security or deposit with an insurer pursuant to the terms of any insurance policy, (c) any defense costs, (d) any judgment, or (e) any other costs of any kind arising out of or related to the State Court Action, including, without limitation, costs associated with any discovery conducted in connection with the State Court Action. Nothing in this paragraph is intended or shall be deemed to: (i) preclude Claimant from pursuing the State Court Action at the state court level against Old Republic or any of the excess carriers; or (ii) preclude Old Republic or any of the excess carriers from asserting any defense in such State Court Action.

6. Claimant may only collect upon such settlement or final judgment: (i) from an insurer providing coverage under the Insurance Policies; and/or (ii) from funds available under the Insurance Policies providing coverage for the Debtors' adjudicated liability (if any), in each case, only for amounts in excess of the \$1 million SIR. Claimant's collection pursuant to a final judgment is recoverable only from the proceeds of the Insurance Policies but not from the GUC Trust, the Debtors' estates or the Liquidating Trust, directly or indirectly.

7. Claimant agrees to hold the GUC Trust and the Liquidating Trust harmless with respect to any claim that may be asserted by any insurance carrier under the Insurance Policies

on account of any deductible or self-insured retention, including the SIR, that must be satisfied prior to the payment to Claimant of any settlement by setting off any recovery by the amount of any such deductible or self-insured retention, including the SIR.

8. Claimant shall cooperate with the GUC Trust, to ensure that any action commenced and/or any judgment obtained by Claimant in connection with the State Court Action may only be asserted nominally against NPCI and may not be asserted against any other Debtor or the GUC Trust.

9. Except as otherwise expressly set forth herein, all other provisions of the Plan Injunction and the ADR Injunction shall remain in full force and effect until and unless terminated or modified by the Bankruptcy Court.

10. To the extent applicable, the Plan Injunction and the ADR Injunction are hereby modified, if and to the extent necessary, to permit any insurer, including for the avoidance of doubt, Old Republic and any excess carriers, from which coverage is sought pursuant to Claimant's claims (or any third party administrator with respect to such claims) to administer, handle, defend, settle, and/or pay such claims in the ordinary course of business and without further order of this Bankruptcy Court.

11. Nothing contained herein is intended to be or shall be deemed as (i) an admission as to the validity of any claim against the Debtors or the GUC Trust; (ii) a waiver or limitation of the GUC Trust's or any party in interest's rights to dispute the amount of, basis for, or validity of any claim; (iii) a waiver of the GUC Trust's rights under the Bankruptcy Code or any other applicable nonbankruptcy law; (iv) an agreement or obligation to pay any claims; (v) a waiver of any claims or causes of action which may exist against any creditor or interest holder; (vi) a waiver by the GUC Trust of its right to object to any and all proofs of claim; (vii) an

admission of liability; or (viii) a waiver of any rights by the Claimant regarding any claim or cause of action arising from or in relation to the State Court Action, other than as expressly set forth herein.

12. Each Party acknowledges that it has had sufficient opportunity to seek its own legal counsel regarding insurance coverage for the State Court Action and the availability of insurance proceeds with respect thereto. Each Party further acknowledges that it is not relying on any representation, opinion, or advice of any of Party regarding insurance coverage or availability of insurance proceeds with respect to the State Court Action, and Claimant shall have no rights against the GUC Trust, the Debtors' estates or the Liquidating Trust, or any affiliate of the foregoing relating to insurance coverage or availability of insurance proceeds with respect to the State Court Action.

13. Nothing contained herein shall in any way eliminate the liability of any excess insurance carrier for its liability for all or any portion of a claim under its insurance policy with the Debtors. The GUC Trust provided the Advance Notice to Old Republic Insurance Company, James River Insurance Company, and Liberty Insurance Corporation in accordance with the ADR Procedures.

14. This Stipulation shall constitute the entire agreement and understanding of the Parties related to the subject matter herein and supersedes all prior agreements and understandings between the Parties.

15. Each of the undersigned who executes this Stipulation by or on behalf of a Party represents and warrants that he or she has been duly authorized and empowered to execute and deliver this Stipulation on behalf of such Party.

16. This Stipulation may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and it shall constitute sufficient proof of this Stipulation to present any copies, electronic copies, or facsimiles signed by the Parties here to be charged.

17. This Stipulation shall not be modified, altered, amended or vacated without the written consent of all Parties hereto or by further order of the Bankruptcy Court.

18. Notwithstanding the applicability of Bankruptcy Rule 4001(a)(3), the terms and provisions of this Stipulation shall be effective and enforceable immediately upon the Stipulation Effective Date, and shall thereafter be binding upon the Parties hereto and their respective affiliates and successors.

19. This Stipulation shall be governed by, and construed in accordance with, the laws of the State of Texas, except to the extent that the Bankruptcy Code applies, without regard to principles of conflicts of law that would require the application of laws of another jurisdiction.

20. The Bankruptcy Court shall retain jurisdiction to resolve any disputes or controversies arising from this Stipulation.

IN WITNESS WHEREOF, this Stipulation has been executed and delivered as of the day and year first below written.

Dated: June 20, 2023

By: /s/ [Signature]

Jason R. Adams
Kelley Drye & Warren LLP
3 World Trade Center
175 Greenwich Street
New York, New York 10007

Counsel to the NPC International GUC Trust

Dated: May ___, 2023

By: /s/ [Signature]

Rachael Gilmer
Levin Papantonio Rafferty
316 South Baylen St.
Pensacola, FL 32502

Counsel to Sara Garrison

IT IS SO ORDERED

Signed: August 23, 2023.

[Signature]
DAVID R. JONES
UNITED STATES BANKRUPTCY JUDGE

United States Bankruptcy Court
Southern District of Texas

In re:
NPC International, Inc.
NPC Quality Burgers, Inc.
Debtors

Case No. 20-33353-drj
Chapter 11

CERTIFICATE OF NOTICE

District/off: 0541-4
Date Rcvd: Aug 23, 2023

User: ADIuser
Form ID: pdf002

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Total Noticed: 109

The following symbols are used throughout this certificate:

Symbol	Definition
+	Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.
^	Addresses marked '^' were sent via mandatory electronic bankruptcy noticing pursuant to Fed. R. Bank. P. 9036.
#	Addresses marked '#' were identified by the USPS National Change of Address system as requiring an update. While the notice was still deliverable, the notice recipient was advised to update its address with the court immediately.
##	Addresses marked '##' were identified by the USPS National Change of Address system as undeliverable. Notices will no longer be delivered by the USPS to these addresses; therefore, they have been bypassed. The debtor's attorney or pro se debtor was advised that the specified notice was undeliverable.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Aug 25, 2023:

Recip ID	Recipient Name and Address
db	+ NPC Holdings, Inc., 4200 W. 115th Street, Suite 200, Leawood, KS 66211-2729
db	+ NPC International Holdings, LLC, 4200 W. 115th Street, Suite 200, Leawood, KS 66211-2729
db	#+ NPC International, Inc., 4200 W. 115th Street, Suite 200, Leawood, KS 66211-2729
db	+ NPC Operating Company B, Inc., 4200 W. 115th Street, Suite 200, Leawood, KS 66211-2729
db	+ NPC Quality Burgers, Inc., 4200 W. 115th Street, Suite 200, Leawood, KS 66211-2729
db	+ NPC Restaurant Holdings, LLC, 4200 W. 115th Street, Suite 200, Leawood, KS 66211-2729
aty	+ Anthony R Hanley, Costello, Cooney & Fearon PLLC, 5701 West Genesee Street, Camillus, NY 13031-1274
aty	#+ Brett T Burmeister, 14701 E 42nd Street S, Independence, MO 64055-4746
aty	+ Charles Stebbins, Turner Padgett Graham & Laney, PA, 209 Seventh Street, 3rd Floor, Augusta, GA 30901-1486
aty	+ Donald F King, Odin Feldman et al, 9302 Lee Hwy, Ste 1100, Fairfax, VA 22031-6054
aty	+ Donald R. Rose, Miller, Griffin & Marks, 271 West Short St., Ste. 600, Lexington, KY 40507-1215
aty	+ Elliot L. Miller, 5420 North Bay Road, Miami Beach, FL 33140-2032
aty	+ Jeffrey M Carbino, Jensen Bagnato, PC, 1500 Walnut Street, Suite 1510, Philadelphia, PA 19102-3500
aty	+ Michael Mirabella, Campbell Killin Brittan & Ray, 270 St. Paul St., Suite 200, Denver, CO 80206-5133
aty	+ Nancy L Alper, Office of the Attorney for the District, 400 6th Street NW, Washington, DC 20001-0189
aty	+ Richard F Boddie, Slocum & Boddie PC, 5400 Shawnee Rd, #300, Alexandria, VA 22312-2300
aty	+ Silver Bell Associates, LLP, c/o Kimberly Manuelides, Ste 300, 600 Washington Avenue, Towson, MD 21204-3916
aty	+ Wolter Properties, L.C., c/o Redfern, Mason, Larsen & Moore, PLC, 415 Clay Street, PO Box 627, Cedar Falls, IA 50613 UNITED STATES 50613-0028
cr	+ Allen Industries, Inc, c/o Rosenthal Law Firm, L.L.P., 675 Bering, Suite 150, Houston, TX 77057, U.S.A. 77057-2188
cr	+ Andrea Blunt, c/o John Malec, 1007 Olive - 5th Floor, St. Louis, MO 63101-2008
cr	+ Ann Galluzzo, c/o James E. Cuellar, 440 Louisiana, Suite 718, Houston, TX 77002-1058
cr	+ BVMC Lufkin, LLC, c/o Bell Nunnally & Martin LLP, 2323 Ross Avenue, Suite 1900, Dallas, TX 75201-2721
cr	Barbra Brown, Harvard Ave., Raytown, MO 64133
cr	+ Belmont Kiln Creek LLC and KCI Kiln Creek, LLC, Buchalter PC, c/o Michael S. Myers, 55 2nd St. 17th Fl., San Francisco, Ca 94105-3493
cr	+ Calvert County, Maryland, c/o Meyers, Rodbell & Rosenbaum, P.A., 6801 Kenilworth Ave., Ste. 400, Riverdale Park, MD 20737-1331
cr	+ CenturyLink Communications, LLC, c/o Bell Nunnally & Martin LLP, 2323 Ross Avenue, Suite 1900, Dallas, TX 75201-2721
cr	Certain Texas Taxing Entities, C/O PERDUE BRANDON, ET AL, P.O. Box 8188, Wichita Falls, TX 76307-8188
cr	+ Chandar, LLC, c/o Daniel D. Sparks, Christian & Small LLP, 1800 Financial Center, 505 N. 20th Street Birmingham, AL 35203-4633
cr	+ Charles County, Maryland, c/o Meyers, Rodbell & Rosenbaum, P.A., 6801 Kenilworth Ave., Ste. 400, Riverdale Park, MD 20737-1331
cr	+ Charles J. Porter, c/o Liza A. Greene, Laura Dale & Associates, P.C., 1800 St. James Place, Suite 620, Houston, TX 77056-4162
cr	+ Chelsea-Selig, LLC, Arden Law, LLC, 710 Denards Mill S.E., Marietta, GA 30067-5148
intp	+ Christina Strange, 1509 Laurel Oak Dr., Fayetteville, NC 28314-6221
cr	+ Concur Technologies, Inc., c/o Brown & Connery, LLP, Donald K. Ludman, Esquire, 6 N. Broad Street - Suite 100, Woodbury, NJ 08096 U.S.A. 08096-4635
cr	+ Cookeville Corner Retail Partners, c/o Christopher R. Thompson, Esq., Burr & Forman LLP, 200 S. Orange Ave., Suite 800, Orlando, FL 32801-6404
cr	+ Donelson Corner, LLC, 1984 Providence Parkway, Suite 203A, Mt. Juliet, TN 37122-4459
cr	+ Dun Rite, Inc., 714 Fenway Avenue, Chesapeake, VA 23323-3329
cr	+ Dunbar Carolyn, 440 Louisiana Street, Suite 1440, Houston, TX 77002-1059

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Total Noticed: 109

cr + Fourth Enterprises, LLC (f/k/a Red Book Connect, L, Streusand Landon Ozburn & Lemmon, LLP, 1801 S. MoPac Expressway, Suite 320, Austin, TX 78746-9817

cr + Gerald Walczuk, c/o The Probus Law Firm, 10497 Town and Country Way, #930, Houston, TX 77024-1119

cr + H.C., a minor child, c/o Law Office of Tom Kirkendall, 2 Violetta Ct, The Woodlands, TX 77381-4550, UNITED STATES 77381-4550

cr + HP Waughtown, LLC and DP Waughtown, LLC, c/o Stark & Stark, PC, 993 Lenox Drive, Bldg. 2, Lawrenceville, NJ 08648-2316

cr + Hampden TC Partners, LLC, c/o Mills Halstead & Zaloudek, Attn: Amanda Halstead, 600 17th Street, Suite 2800, Denver, CO 80202-5428

cr + Hampden TC Properties, LLC, c/o Mills Halstead & Zaloudek, 600 17th Street, Suite 2800, Denver, CO 80202-5428

cr + Helena Properties, LLC, Sirote & Permutt, P.C., c/o Stephen Porterfield, 2311 Highland Avenue South, Birmingham, AL 35205-2973

cr + Highland Lakes Shopping Center, c/o Colliers International, 311 Park Place Blvd, Ste 600, Clearwater, FL 33759-4925

cr Houston County, c/o Tab Beall, Perdue Brandon Fielder Collins & Mott, PO Box 2007, Tyler, TX 75710-2007

cr Hung and Hoa Tran, 5872 92nd Avenue N., Pinellas Park, FL 33782-4908

cr + Jack Carroll, 12 Bradbury Lane, Littleton, CO 80120-4115

cr + Jack Fuerst, Jack N. Fuerst & Associates, P, 2500 Tanglewilde, Suite 320, Houston, TX 77063, UNITED STATES 77063-2125

cr + Kamco Triple Net, LLC, c/o Daniel D. Sparks, Christian & Small LLP, 1800 Financial Center, 505 N. 20th Street Birmingham, AL 35203-4633

cr + Kingsley Price Investments, c/o Wyatt, Tarrant & Combs, LLP, Attn: Mary L. Fullington, 250 West Main Street, Suite 1600, Lexington, KY 40507-1746

intp + Legacy Restaurant Group, LLC, c/o Paul J. Battista, 100 SE 2ND ST FL 44, MIAMI, FL 33131-2100

cr + Legendary Sky, Ltd., P.O. Box 230, Carrollton, MS 38917-0230

cr + Lyell Associates LLC, 205 St. Paul Street, Suit 205, Rochester, NY 14604-1187

cr + M&S Real Estate Co., LLC, c/o Lynn Hamilton Butler, Husch Blackwell LLP, 111 Congress Avenue, Suite 1400 Austin, TX 78701-4093

cr + Mable Byerly Coker, Germer, PLLC, c/o Gary W. Coker, P. O. Box 4915, Beaumont, TX 77704-4915

cr + Monarch Alternative Capital LP, Bruce J. Ruzinsky, Jackson Walker LLP, 1401 McKinne Street, Suite 1900 Houston, TX 77010-1900

cr + Nashway, LLC, 3274 Blazer Rd., Franklin, TN 37064-9445

cr + Office of Unemployment Compensation, Dept. of Labor and Industry, Deb Secrest, Collections Support Unit, 651 Boas Street, Room 925, Harrisburg, PA 17121-0751

cr + Old Republic Insurance Company, c/o Winstead PC Attn: Rakhee V. Patel, 2728 N. Harwood, Ste 500, Dallas, TX 75201-1743

cr + Old Republic Risk Management, Inc., c/o Winstead PC Attn: Rakhee V. Patel, 2728 N. Harwood, Ste 500, Dallas, TX 75201-1743

cr + Pizzacher LLC, 2750 NE 185 ST, Aventura, FL 33180-2876

cr + Randolph B Adrian, 1430 Haines Ave Suite 108 382, Rapid City, SD 57701-0689

cr + Rinna Restaurant Group, Inc., Hunton Andrews Kurth LLP, 951 E. Byrd Street, Richmond, VA 23219-4040

cr + Rivercrest Realty Associates, LLC, c/o Barclay Damon LLP, Attn: Kevin M. Newman, Barclay Damon Tower, 125 East Jefferson Street Syracuse, NY 13202-2515

cr + Riverside Realty Company LLLP, c/o Kimberly Manuelides, Sagal, Filbert, Quasney & Betten, P.A., Ste. 300, 600 Washington Ave., Towson, MD 21204-3916

cr + SVAP II Peachtree Parkway, LLC, c/o Bradley S. Shraiberg, Shraiberg, Landau & Page, PA, 2385 NW Executive Center Dr., #300, Boca Raton, FL 33431-8530

cr + SVAP II Roswell, LLC, c/o Bradley S. Shraiberg, Shraiberg, Landau & Page, PA, 2385 NW Executive Center Dr., #300, Boca Raton, FL 33431-8530

cr + Sangamon North LLC, c/o 2700 Erieview Corp., Statutory Agent, 1301 East 9th Street #2700, Cleveland, OH 44114, UNITED STATES 44114-1835

cr + THF Paducah Development, L.P., 8080 Park Lane, Suite 700, Dallas, TX 75231-5920

cr Texas Taxing Authorities, c/o Tara LeDay, P.O. Box 1269, Round Rock, TX 78680-1269

cr + The McElhaney Family Trust, c/o Chimeme Murphy, 1453 N Cleveland, Orange, CA 92867-3707

cr + Three Phase A/C Refrigeration, 2218 Hodges St, Lake Charles, LA 70601-7405

cr + Tinseltown Properties, LLC, c/o David Parham, Esq., 2001 Ross Avenue, Suite 3600, Dallas, TX 75201-2938

cr + WHLR-Bryan Station LLC, c/o Wheeler Real Estate Investment Trust, 2529 Virginia Beach Blvd., Virginia Beach, VA 23452-7650

cr + WHLR-Lumber River LLC, c/o Wheeler Real Estate Investment Trust, 2529 Virginia Beach Blvd., Virginia Beach, VA 23452-7650

cr + Westlake MUD #1, 2855 Mangum, Suite 100A, Houston, TX 77092-7463

cr + William Molkenbur, c/o John Malec, 1007 Olive - 5th Floor, St. Louis, MO 63101-2008

cr + Y.L., c/o C. Craig Eller, Esq., Kelly Fulton Kaplan & Eller, 1665 Palm Beach Lakes Blvd., Suite 1000, West Palm Beach, FL 33401 UNITED STATES 33401-2109

TOTAL: 79

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI). Electronic transmission is in Eastern Standard Time.

Recip ID	Notice Type: Email Address	Date/Time	Recipient Name and Address
aty	Email/Text: bethb@tbmmlaw.com	Aug 24 2023 11:46:39	Beth D Bradley, Tollefson Bradley et al, 2811 McKinney Ave, Ste 250, Dallas, TX 75204
cr	+ Email/Text: bruzinsky@jw.com	Aug 24 2023 11:46:00	Ad Hoc Priority/1L Group, Jackson Walker LLP, c/o Bruce J. Ruzinsky, 1401 McKinney Street, Suite 1900, Houston, TX 77010-1900
cr	Email/Text: houston_bankruptcy@LGBS.com		

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		Aug 24 2023 11:47:00	Angelina County, Linebarger Goggan Blair & Sampson LLP, c/o Tara L. Grundemeier, Post Office Box 3064, Houston, TX 77253-3064
cr	+ Email/Text: dallas.bankruptcy@LGBS.com	Aug 24 2023 11:47:00	Dallas County, Linebarger Goggan Blair & Sampson, LLP, c/o Lisa Cockrell, 2777 N. Stemmons Freeway, Suite 1000, Dallas, TX 75207-2328
dft	+ Email/Text: lemaster@slollp.com	Aug 24 2023 11:46:00	Dell Financial Services L.L.C., c/o Streusand Landon Ozburn & Lemmon, 1801 S. MoPac Expressway, Suite 320, Austin, TX 78746, UNITED STATES 78746-9817
cr	+ Email/Text: jarrod.martin@chamberlainlaw.com	Aug 24 2023 11:46:00	Denjiz, Inc., c/o Jarrod B. Martin, Chamberlain Hrdlicka, 1200 Smith Street, Suite 1400, Houston, TX 77002-4496
cr	+ Email/Text: dc_bankruptcy@douglas.co.us	Aug 24 2023 11:46:39	Douglas County Treasurer, 100 3rd Street Suite 120, Castle Rock, CO 80104-2425
cr	+ Email/Text: lemaster@slollp.com	Aug 24 2023 11:46:00	Fourth Enterprises, LLC (f/k/a HotSchedules), c/o Streusand Landon Ozburn & Lemmon, 1801 S. MoPac Expressway, Suite 320, Austin, TX 78746-9817
cr	+ Email/Text: julie.parsons@mvalaw.com	Aug 24 2023 11:46:00	Hardin County, c/o Tara LeDay, P O Box 1269, Round Rock, TX 78680-1269
cr	+ Email/Text: houston_bankruptcy@LGBS.com	Aug 24 2023 11:47:00	Harris County, Linebarger Goggan Blair & Sampson LLP, c/o Tara L. Grundemeier, P.O. Box 3064, Houston, TX 77253-3064
cr	Email/Text: houston_bankruptcy@LGBS.com	Aug 24 2023 11:47:00	Houston CAD, Linebarger Goggan Blair & Sampson LLP, c/o Tara L. Grundemeier, PO BOX 3064, Houston, TX 77253-3064
cr	+ Email/Text: dallas.bankruptcy@LGBS.com	Aug 24 2023 11:47:00	Irving ISD, Linebarger Goggan Blair & Samspon, LLP, c/o Lisa Cockrell, 2777 N Stemmons Frwy Ste 1000, Dallas, TX 75207-2328
cr	+ Email/Text: houston_bankruptcy@LGBS.com	Aug 24 2023 11:47:00	Jasper County, Linebarger Goggan Blair & Sampson LLP, c/o Tara L. Grundemeier, P.O. Box 3064, Houston, TX 77253-3064
cr	Email/Text: houston_bankruptcy@LGBS.com	Aug 24 2023 11:47:00	Jefferson County, Linebarger Goggan Blair & Sampson LLP, c/o Tara L. Grundemeier, Post Office Box 3064, Houston, TX 77253-3064
cr	+ Email/Text: wichitafalls@pbfc.com	Aug 24 2023 11:46:00	Montague County, c/o Perdue, Brandon, Fielder, et al, P.O. Box 8188, Wichita Falls, TX 76307-8188
cr	Email/Text: houston_bankruptcy@LGBS.com	Aug 24 2023 11:47:00	Montgomery County, Linebarger Goggan Blair & Sampson LLP, c/o Tara L. Grundemeier, P.O. Box 3064, Houston, TX 77253-3064
cr	+ Email/Text: schristianson@buchalter.com	Aug 24 2023 11:46:00	Oracle America, Inc., Buchalter, A Professional Corporation, c/o Shawn M. Christianson, 55 2nd St. 17th Fl., San Francisco, CA 94105-3493
cr	Email/Text: houston_bankruptcy@LGBS.com	Aug 24 2023 11:47:00	Orange County, c/o Tara L. Grundemeier, Linebarger Goggan Blair & Sampson LLP, P.O. Box 3064, Houston, TX 77253-3064
cr	+ Email/Text: chapter7trustee@stoneleyton.com	Aug 24 2023 11:46:00	Pamela K Henderson, c/o E. Rebecca Case, Stone, Leyton & Gershman PC, 7733 Forsyth Blvd., Suite 500, Saint Louis, MO 63105-1817
cr	+ Email/Text: bdept@mrrlaw.net	Aug 24 2023 11:46:00	Prince George's County, Maryland, c/o Meyers, Rodbell & Rosenbaum, P.A., 6801 Kenilworth Ave., Ste. 400, Riverdale Park, MD 20737-1331
cr	+ Email/Text: jarrod.martin@chamberlainlaw.com	Aug 24 2023 11:46:00	RECO, LLC, c/o Jarrod B. Martin, Chamberlain Hrdlicka, 1200 Smith Street, Suite 1400, Houston, TX 77002-4496
cr	+ Email/Text: bankruptcy@fult.com	Aug 24 2023 11:47:00	SAP America, Inc., c/o Brown & Connery LLP,

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			Donald K. Ludman, Esquire, 6 North Broad Street, Suite 100, Woodbury, NJ 08096-4635
cr	Email/Text: houston_bankruptcy@LGBS.com	Aug 24 2023 11:47:00	Silsbee ISD, Linebarger Goggan Blair & Sampson LLP, c/o Tara L. Grundemeier, P.O. Box 3064, Houston, TX 77253-3064
cr	+ Email/Text: dallas.bankruptcy@LGBS.com	Aug 24 2023 11:47:00	Smith County, Linebarger Goggan Blair & Sampson, LLP, c/o Lisa Cockrell, 2777 N Stemmons Frwy Ste 1000, Dallas, TX 75207-2328
intp	Email/Text: bcd@oag.texas.gov	Aug 24 2023 11:46:00	State of Texas, c/o Texas Attorney General's Office, Bankruptcy & Collections Division, P. O. Box 12548 MC-008, Austin, TX 78711-2548
cr	+ Email/Text: AGBankAGO@ag.tn.gov	Aug 24 2023 11:46:00	TN Dept of Labor - Boiler/Elevator Div., c/o TN Attorney General's Office, Bankruptcy Division, P.O. Box 20207, Nashville 37202-4015
cr	Email/Text: tylbkc@pbfcm.com	Aug 24 2023 11:46:00	Tyler Independent School District, c/o Tab Beall, Perdue Brandon Fielder Collins & Mott, PO Box 2007, Tyler, TX 75710-2007
cr	+ Email/Text: dallas.bankruptcy@LGBS.com	Aug 24 2023 11:47:00	Tarrant County, Linebarger, Goggan, Blair & Sampson, LLP, c/o Lisa Cockrell, 2777 N. Stemmons Frwy Ste 1000, Dallas, TX 75207, UNITED STATES 75207-2328
intp	^ MEBN	Aug 24 2023 11:47:36	Texas Comptroller of Public Accounts, Unclaimed Pr, c/o Attorney General's Office, Bankruptcy & Collections Division, P. O. Box 12548 MC-008, Austin, TX 78711-2548
cr	+ Email/Text: Bankruptcy@wsfsbank.com	Aug 24 2023 11:47:00	Wilmington Savings Fund Society, FSB, Attn: Patrick J. Healy, 500 Delaware Avenue, Wilmington, DE 19801-1490

TOTAL: 30

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

Recip ID	Bypass Reason	Name and Address
aty		Kelley Drye & Warren LLP
cr		1380 SW Canal Blvd LLC
cr		14201 East Fourth, L.L.C., 720 N. Post Oak Road, Suite 500, Houston
cr		1470 Old Bridge Property, LLC
cr		2033 Chambersburg, LLC
cr		7 Mach LLC
md		ADLP-U&A LLC
cr		ARC CAFEUSA001, LLC
cr		AWN Union Street LLC
cr		Acadia Realty Limited Partnership
cr		Ad Hoc Group of Second Lien Lenders
cr		Ad Hoc Priority and First Lien Lender Group
cr		Alabama Power Company
cr		Alico Station LLC
fa		Alvarez & Marsal North America, LLC
cr		Amanda Lima
cr		Anthony Hanna
cr		Arch Insurance Company
cr		Bailey Dorneman
cr		Beacon Center, LLC
cr		Big Bend Lincoln SWC LLC
cr		Blake Bolin
cr		Bottling Group, LLC, operating collectively with a
cr		Branch Millpond Associates, LLC, US
cr		Brixmor Operating Partnership LP
cr		Broadlands Village, LLC

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cr	CFT NV Developments, LLC
cr	CITY OF JASPER
intp	CR Hagerstown, LLC
intp	CR Mango, LLC
intp	CR Montevallo, LLC
intp	CR Pelican Preserve, LLC
cr	Cedar Road FF, LLC
cr	Centercal Properties LLC
cr	Chancellor Myers
cr	Col-Craig Realty Company
cr	Collective Properties-Mississippi LLC
cr	College Town Associates Limited Partnership
cr	Comcast Cable Communications Management, LLC
intp	Coulter Properties LLC / Jamie Coulter
cr	Cranberry Square, LLC
cr	David Short
cr	David Vega
cr	Debra Bouey
cr	Derrick Sapp
cr	Deutsche Bank Trust Company Americas
cr	Diamond W LLC
intp	Diaz, Minor Isabela
cr	District of Columbia
intp	Duke Energy Florida
cr	Edens Investment Trust
intp	Eldridge NPC Holding, LLC
intp	Enterprise Raintree LLC
intp	Epiq Corporate Restructuring, LLC
cr	Eric Brown
cr	Exxon Mobil Corporation
intp	Fayerweather Fund Matterhorn, L.P.
intp	Flynn Restaurant Group LP
cr	Former TCHR, LLC
cr	Frontier Development, LLC
cr	Gay R. Gipe Family Trust
intp	Genaro Diaz
cr	Gentilly Corporation, c/o Daniels Realty Company
cr	H&L Holdings Group
cr	HH Eldridge LLC
intp	Hartree Partners, LP
cr	Hollie Mackellar
cr	Hu-El Properties, LLC
cr	Infor (US), Inc.
cr	International Pizza Hut Franchise Holders Associat
cr	JEM Investments
cr	Jacob Roe
intp	Jamaya Langston
cr	James Platt
cr	Jason Huyett
cr	Jessica Edwards
cr	Jessica Padgett
cr	Jo Anne Cook
cr	Jordan McBride
intp	KKR Loan Administration Services LLC
cr	Kenneth Hunsinger
cr	Kimco Realty Corporation
cr	Kovnick JAX, LLC
cr	Kristine Marshall
cr	Lemuel Glen Williams
cr	Liquid Environmental Solutions Corp.
cr	Liquid Environmental Solutions of Texas LLC
cr	Lisa Middleton-Beckham
cr	MDC NC1, LP

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cr	Magers Management Co. I, LLLP
cr	McLane Foodservice, Inc.
intp	Metropolitan Realty & Development, LLC
cr	Michelle Enyeart
cr	Milton Group, Inc
cr	Motus, LLC
cr	Mountain Parks Station LLC
cr	Mufale Family Limited
cr	Muhlenberg Township Authority
op	NPC International GUC Trust
intp	NPC International, Inc. et al.
intp	NPC Restaurant Holdings I, LLC
intp	NPC Restaurant Holdings II, LLC
cr	New Market Properties LLC
cr	O.B. Commons, LLC
cr	OLP Pawendy L.P.
cr	Official Committee Of Unsecured Creditors
cr	Olde Forte Village, LLC
cr	PGIM Real Estate
cr	PPL Electric Utilities Corporation
cr	PSM Alabama Holdings, LLC
cr	PSM Shops at Verandah, LLC
cr	Phillips Edison & Co.
cr	Pizza Hut, LLC
cr	Plaza of the Oaks Station LLC
cr	Powell Villa Station LLC
cr	Publix Alabama, LLC
cr	Publix Super Markets, Inc.
cr	RI CS 4, LLC
cr	Real Sub, LLC
cr	Realty Income Corporation
cr	Realty Income Illinois Properties 2, LLC
cr	Realty Income Illinois Properties 4, LLC
cr	Realty Income LP
cr	Realty Income Pennsylvania Properties Trust
cr	Realty Income Properties 13, LLC
cr	Realty Income Texas Properties 1, LLC
cr	Reisterstown Plaza Associates, LLC
cr	Republic Vanguard Insurance Company
cr	Republic-Vanguard Insurance Company
cr	Retail Opportunity Investment Corp.
cr	Richmond Road Village Shoppes, LLC
cr	Romie Campbell
cr	SK Development LLC
cr	SSP Blue Ridge, LLC
cr	SSP International, Inc., US
cr	SVCN 1 LLC
cr	SVCN 2 LLC
cr	Sara Garrsion
cr	Savoy Station LLC
cr	Selig Enterprises Inc., Arden Law, LLC, 710 Denards Mill S.E., Marietta
cr	Sentell Hill
cr	Seven Corners Center, LLC
cr	Shop City, Inc
cr	Silversphere Properties
cr	Springbrook Plaza LLC
cr	Steven Fultz
cr	Stone Ridge Village Center, LLC
cr	Strauss Properties LLC
cr	Susan Overturf
cr	Terrance Bouey
cr	Terry Struhall
cr	The Pressure's On, Inc

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intp		The Wendy's Company
cr		Therisa Young
cr		Tinseltown Plaza, LLC
intp		United States of America
cr		Van Metre Commercial
cr		Vantage Main Street, LLC
intp		WPH Holdings II Parent LLC
cr		Westfield, LLC
cr		Westgate, L.L.C.
cr		Westin Station LLC
cr		Westview Village Center, LLC
cr		Willow Bend Towne Centre Ltd
cr		Wilson Montgomery Village Plaza LLC
cr		Winreal Operating Company LP
cr		Wyandotte Plaza Station LLC
cr	*+	Wolter Properties, L.C., c/o Redfern, Mason, Larsen & Moore, PLC, 415 Clay Street, PO Box 627, Cedar Falls, IA 50613, UNITED STATES 50613-0028
cr	##+	AEP Energy, Inc., c/o Weldon L. Moore, III, Sussman & Moore, LLP, 4645 N. Central Expressway, Ste. 300, Dallas, TX 75205-7326
cr	##+	American Electric Power, c/o Weldon L. Moore, III, Sussman & Moore, LLP, 4645 N. Central Expressway, Ste. 300, Dallas, TX 75205-7326
cr	##+	Baltimore Gas and Electric Company, c/o Weldon L. Moore, III, Sussman & Moore, LLP, 4645 N. Central Expressway, Ste. 300, Dallas, TX 75205-7326
cr	##+	CenterPoint Energy Resources Corp, c/o Weldon L. Moore, III, Sussman & Moore, LLP, 4645 N. Central Expressway, Ste. 300, Dallas, TX 75205-7326
cr	##+	Collierville Shops LLC, 200 Wingo Way, Suite 100, Attn: Timothy J. Walter, Mt. Pleasant, SC 29464-1816
cr	##+	Constellation NewEnergy Inc., c/o Weldon L. Moore, III, Sussman & Moore, LLP, 4645 N. Central Expressway, Ste. 300, Dallas, TX 75205-7326
cr	##+	Delmarva Power & Light Company, c/o Weldon L. Moore, III, Sussman & Moore, LLP, 4645 N. Central Expressway, Ste. 300, Dallas, TX 75205-7326
cr	##+	Evergy, Inc., c/o Weldon L. Moore, III, Sussman & Moore, LLP, 4645 N. Central Expressway, Ste. 300, Dallas, TX 75205-7326
cr	##+	Florida Power & Light Company, c/o Weldon L. Moore, III, Sussman & Moore, LLP, 4645 N. Central Expressway, Ste. 300, Dallas, TX 75205-7326
cr	##+	Georgia Power Company, c/o Weldon L. Moore, III, Sussman & Moore, LLP, 4645 N. Central Expressway, Ste. 300, Dallas, TX 75205-7326
cr	##+	Gulf Power Company, c/o Weldon L. Moore, III, Sussman & Moore, LLP, 4645 N. Central Expressway, Ste. 300, Dallas, TX 75205-7326
cr	##+	Metropolitan Edison Company, c/o Weldon Moore, III, Sussman & Moore, LLP, 4645 N. Central Expressway, Ste. 300, Dallas, TX 75205-7326
cr	##+	Opus One, LLC, c/o Jay M. Rosenberg, Conley Rosenberg & Mendez LLP, 5080 Spectrum Drive, Suite 850 E, Addison, TX 75001-6431
cr	##+	PECO Energy Company, c/o Weldon L. Moore, III, Sussman & Moore, LLP, 4645 N. Central Expressway, Ste. 300, Dallas, TX 75205-7326
cr	##+	Pennsylvania Electric Company, c/o Weldon Moore, III, Sussman & Moore, LLP, 4645 N. Central Expressway, Ste. 300, Dallas, TX 75205-7326
cr	##+	Potomac Edison Company, c/o Weldon L. Moore, III, Sussman & Moore, LLP, 4645 N. Central Expressway, Ste. 300, Dallas, TX 75205-7326
cr	##+	Tampa Electric Company, c/o Weldon L. Moore, III, Sussman & Moore, LLP, 4645 N. Central Expressway, Ste. 300, Dallas, TX 75205-7326
cr	##+	Teco Peoples Gas System, c/o Weldon L. Moore, III, Sussman & Moore, LLP, 4645 N. Central Expressway, Ste. 300, Dallas, TX 75205-7326
cr	##+	The Potomac Electric Power Company, c/o Weldon L. Moore, III, Sussman & Moore, LLP, 4645 N. Central Expressway, Ste. 300, Dallas, TX 75205-7326
cr	##+	Union Boiler Works, Inc., c/o Jeffrey Kurtzman Esquire, Kurtzman Steady LLC, 401 S 2nd Street Suite 200, Philadelphia, PA 19147-1612
cr	##+	Virginia Electric and Power Company d/b/a Dominion, c/o Weldon L. Moore, III, Sussman & Moore, LLP, 4645 N. Central Expressway, Ste. 300, Dallas, TX 75205-7326
cr	##+	West Penn Power Company, c/o Weldon L. Moore, III, Sussman & Moore, LLP, 4645 N. Central Expressway, Ste. 300, Dallas, TX 75205-7326

TOTAL: 167 Undeliverable, 1 Duplicate, 22 Out of date forwarding address

NOTICE CERTIFICATION

I, Gustava Winters, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

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Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Aug 25, 2023

Signature: /s/Gustava Winters