

**ORDERED.**

**Dated: May 22, 2024**

  
Grace E. Robson  
United States Bankruptcy Judge



**UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA  
ORLANDO DIVISION  
[www.flmb.uscourts.gov](http://www.flmb.uscourts.gov)**

IN RE:	Chapter 11 Cases
RED LOBSTER MANAGEMENT LLC, <sup>1</sup>	Case No. 6:24-bk-02486-GER Lead Case
RED LOBSTER RESTAURANTS LLC, RLSV, INC., RED LOBSTER CANADA, INC., RED LOBSTER HOSPITALITY LLC, RL KANSAS LLC, RED LOBSTER SOURCING LLC, RED LOBSTER SUPPLY LLC, RL COLUMBIA LLC, RL OF FREDERICK, INC., RED LOBSTER OF TEXAS, INC.,	Jointly Administered with Case No. 6:24-bk-02487-GER Case No. 6:24-bk-02488-GER Case No. 6:24-bk-02489-GER Case No. 6:24-bk-02490-GER Case No. 6:24-bk-02491-GER Case No. 6:24-bk-02492-GER Case No. 6:24-bk-02493-GER Case No. 6:24-bk-02494-GER Case No. 6:24-bk-02495-GER Case No. 6:24-bk-02496-GER

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<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number are Red Lobster Management LLC (6889); Red Lobster Sourcing LLC (3075); Red Lobster Supply LLC (9187); RL Kansas LLC (2396); Red Lobster Hospitality LLC (5297); Red Lobster Restaurants LLC (4308); RL Columbia LLC (7825); RL of Frederick, Inc. (9184); RL Salisbury, LLC (7836); RL Maryland, Inc. (7185); Red Lobster of Texas, Inc. (1424); Red Lobster of Bel Air, Inc. (2240); RLSV, Inc. (6180); Red Lobster Canada, Inc. (4569); and Red Lobster International Holdings LLC (4661). The Debtors' principal offices are located at 450 S. Orange Avenue, Suite 800, Orlando, FL 32801.

RL MARYLAND, INC.,  
RED LOBSTER OF BEL AIR, INC.,  
RL SALISBURY, LLC,  
RED LOBSTER INTERNATIONAL HOLDINGS LLC,

Case No. 6:24-bk-02497-GER  
Case No. 6:24-bk-02498-GER  
Case No. 6:24-bk-02499-GER  
Case No. 6:24-bk-02500-GER

Debtors.

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**ORDER GRANTING DEBTORS' SECOND  
OMNIBUS EMERGENCY MOTION FOR ORDER AUTHORIZING  
(A) REJECTION OF UNEXPIRED LEASES OF NON-RESIDENTIAL REAL  
PROPERTY *EFFECTIVE AS OF THE PETITION DATE*, (B) ABANDONMENT  
OF ANY REMAINING PERSONAL PROPERTY LOCATED AT THE LEASED  
PREMISES, AND (C) FIXING A BAR DATE FOR CLAIMS OF COUNTERPARTIES**

**THIS CASE** came before the Court on May 21, 2024, at 1:30 p.m., in Orlando, Florida for a hearing (the “Hearing”),<sup>2</sup> upon the *Debtors’ Second Omnibus Emergency Motion for Order Authorizing (A) Rejection of Unexpired Leases of Non-Residential Real Property Effective as of the Petition Date, (B) Abandonment of Any Remaining Personal Property Located at the Leased Premises, and (C) Fixing a Bar Date for Claims of Counterparties* [ECF No. 33] (the “Motion”). The Motion seeks entry of an order authorizing, but not directing, the above-captioned debtors (the “Debtors”) to (a) reject the unexpired leases listed on Exhibit “A” to the Motion (the “Rejected Leases”) and set forth in **Exhibit 1** hereto, effective as of the Rejection Date (as defined below), (b) abandon any remaining Personal Property located at the Leased Premises, and (c) fix a bar date for filing of claims of the Counterparties to the Rejected Leases. The Court, having considered the Motion, finding that (i) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, (ii) venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409, (iii) this matter is core pursuant to 28 U.S.C. § 157(b)(2), (iv) the Court may enter a final order consistent with Article III of the United States Constitution, and (v) notice of the Motion and the Hearing thereon was sufficient under the circumstances and no other or further notice need be provided;

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<sup>2</sup> Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Motion.

and the Court having determined that the legal and factual bases set forth in the Motion, the First Day Declaration and at the Hearing establish just cause for the relief granted herein; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and all parties in interest; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor, it is **ORDERED** that:

1. The Motion is **GRANTED**.
2. The Rejected Leases listed on **Exhibit 1** attached hereto are rejected effective as of the later of (i) the Petition Date, and (ii) the date the Debtors relinquish control of the applicable leased premises by notifying the affected landlord in writing of the Debtors' irrevocable surrender of the premises and (a) have turned over the keys, key codes, or security codes, if any, to the landlord or (b) have notified the landlord in writing that the keys, key codes, or security codes, if any, are not available and that the landlord may re-key the leased premises (the "**Rejection Date**").
3. The Debtors are authorized to abandon any Personal Property remaining at each Leased Premises pursuant to section 554(a) of the Bankruptcy Code effective as of the Rejection Date without the applicable Counterparty incurring liability to any person or entity, and upon such abandonment as of the Rejection Date, the Counterparty is permitted to use or dispose of any remaining property at such Leased Premises without notice or liability to the Debtors or any third person or entity, and to the extent applicable, the automatic stay is modified to allow for such disposition. To the extent the Debtors seek to abandon Personal Property that contain any "personally identifiable information", as that term is defined in section 101(41A) of the Bankruptcy Code, or other personal and/or confidential information about the Debtors' employees and/or customers, or any other individual (the "**Confidential Information**"), the Debtors shall remove the Confidential Information from such property before abandonment.

4. Absent further Order of the Court, the Counterparty for each Rejected Lease must file a claim under section 502 of the Bankruptcy Code or other claims in connection with such Rejected Lease or the rejection, breach or termination of such Rejected Lease by the later of (i) thirty (30) days after the date of service of this Order and (ii) the claims bar date to be established by the Court for all holders of general unsecured claims, failing which such claim or claims by the Counterparty shall be forever barred absent further Order of the Court. The Debtors reserve all rights to contest any such claim and to contest the characterization of each Rejected Lease, as executory or not.

5. The Debtors do not waive any claims that the Debtors may have against the Counterparty to any Rejected Lease, whether or not such claims are related to such Rejected Lease.

6. Nothing herein shall prejudice the rights of the Debtors or any party in interest to argue that any of the Rejected Leases were terminated prior to the Petition Date, or that any claim for damages arising from the rejection of the Rejected Leases is limited to the remedies available under any applicable termination provision of such lease, sublease, or contract, as applicable, or that any such claim is an obligation of a third party, and not that of the Debtors or their estates.

7. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (a) an admission as to the amount of, basis for, or validity of any claim against the Debtors under the Bankruptcy Code, any foreign bankruptcy or insolvency law, or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (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 Order or the Motion; (e) a request or authorization to assume or adopt any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission to

the validity, priority, enforceability, or perfection of any lien on, security interest in, or 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.

8. Nothing in the Motion or this Order shall be deemed or construed as an approval of an assumption of any lease, sublease, or contract pursuant to section 365 of the Bankruptcy Code, and all such rights are reserved.

9. Notwithstanding the foregoing, the Debtors' abandonment of their interests in any equipment or other Personal Property belonging to PepsiCo Sales, Inc. its affiliates, or affiliated bottlers (collectively, the "Pepsi Entities") shall not sever or otherwise impact any ownership interest of the Pepsi Entities in any equipment or Personal Property being abandoned or the rights of the Pepsi Entities with respect thereto.

10. Nothing contained in the Motion or this Order is intended or should be construed to create an administrative priority claim.

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

12. This Court shall retain jurisdiction with respect to all matters arising from or relating to the interpretation, implementation, or enforcement of this Order.

13. Notwithstanding Bankruptcy Rule 6004(h), 7062, or 9014, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

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*(Attorney Paul Steven Singerman is directed to serve a copy of this order on interested parties who do not receive service by CM/ECF and file a proof of service within three days of entry of the order.)*

**Exhibit 1**

**Rejected Leases**

Item #	Debtor	Rejection Counterparty	Store No.	Description of Lease
1)	RED LOBSTER HOSPITALITY LLC	VEREIT OPERATING PARTNERSHIP LP DBA VEREIT REAL ESTATE LP PO BOX 103127 PASADENA, CALIFORNIA 91189-0153	RL1_0480	LEASE FOR STORE #480 10010 US HIGHWAY 441, LEESBURG, FLORIDA
2)	RED LOBSTER RESTAURANTS LLC	VEREIT OPERATING PARTNERSHIP LP DBA VEREIT REAL ESTATE LP PO BOX 103127 PASADENA, CALIFORNIA 91189-0153	RL1_0598	LEASE FOR STORE #598 1805 WALNUT STREET, CARY, NORTH CAROLINA
3)	RED LOBSTER HOSPITALITY LLC	VEREIT OPERATING PARTNERSHIP LP DBA VEREIT REAL ESTATE LP PO BOX 103127 PASADENA, CALIFORNIA 91189-0153	RL1_6222	LEASE FOR STORE #6222 340 WEST SR 436, ALTAMONTE SPRINGS, FLORIDA
4)	RED LOBSTER HOSPITALITY LLC	VEREIT C/O REALTY INCOME CORPORATION 11995 EL CAMINO REAL ATTN: LEGAL DEPARTMENT SAN DIEGO, CALIFORNIA 92130	RL1_0649	LEASE FOR STORE #649 3208 NW RANDALL WAY, SILVERDALE, WASHINGTON
5)	RED LOBSTER HOSPITALITY LLC	VINSUE CORP 5 GLENMARE MEWS NYACK, NEW YORK 10960	RL1_0838	LEASE FOR STORE #838 8003 GOLDEN SKY LANE, ORLANDO, FLORIDA
6)	RED LOBSTER HOSPITALITY LLC	WHRL STONY BROOK LLC AND RPRL STONY BROOK LLC 11 SOUTH PASCACK ROAD SPRING VALLEY, NEW YORK 10977  AMJ WOLF CORP. 239 BARTON AVENUE MELVILLE, NEW YORK 11747	RL1_0217	LEASE FOR STORE #217 2220 NESCONSET HIGHWAY, STONY BROOK, NEW YORK
7)	RED LOBSTER HOSPITALITY LLC	WIDEWATERS LAKEWOOD VILLAGE CENTER COMPANY, LLC 5786 WIDEWATERS PARKWAY P.O. BOX 3 DE WITT, NEW YORK 13214-0003	RL1_0745	LEASE FOR STORE #745 295 E FAIRMOUNT AVENUE, LAKEWOOD, NEW YORK
8)	RED LOBSTER RESTAURANTS LLC	WV LONESTAR OWNER LLC AND RL CHARLESTON OWNER LLC C/O FEDERMAN STEIFMAN LLP 220 EAST 42ND STREET 29TH FLOOR NEW YORK, NEW YORK 10017	RL1_0399	LEASE FOR STORE #399 2080 SAM RITTENBURG BLVD, CHARLESTON, SOUTH CAROLINA