


ORDERED.

**Dated: August 29, 2024**

  
Lori V. Vaughan  
United States Bankruptcy Judge

**UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA  
ORLANDO DIVISION**  
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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.,  
RL MARYLAND, INC.,  
RED LOBSTER OF BEL AIR, 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  
Case No. 6:24-bk-02497-GER  
Case No. 6:24-bk-02498-GER

<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 SALISBURY, LLC,  
RED LOBSTER INTERNATIONAL HOLDINGS LLC,

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

Debtors.

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**ORDER GRANTING DEBTORS' FIFTH OMNIBUS MOTION FOR ORDER AUTHORIZING (A) REJECTION OF UNEXPIRED LEASES OF NON-RESIDENTIAL REAL PROPERTY *EFFECTIVE AS OF THE REJECTION 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 August 29, 2024, at 10:00 a.m., in Orlando, Florida for a hearing (the "Hearing")<sup>2</sup>, upon the *Debtors' Fifth Omnibus Motion for Order Authorizing (A) Rejection of Unexpired Leases of Non-Residential Real Property Effective as of the Rejection 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. 940] (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 set forth on **Exhibit 1** attached hereto (the "Rejected Leases") 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; and the Court having determined that the legal and factual bases set forth in the Motion, the First Day Declaration and at the Hearing

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

establish just cause for the relief granted herein; and it appearing that the relief requested in the Motion and the representations made by Debtors' counsel at the Hearing, 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 date of entry of this Order 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 key, key codes, or security codes, if any, are not available and that the landlord may re-key the leased premises (hereinafter, the "Rejection Date").
3. The Debtors are authorized to abandon any Personal Property remaining at each Leased Premises associated with the Rejected Leases 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 on or before the date that is thirty (30) days after entry of this Order, 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 interests 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 | 13612 HARBOR BOULEVARD LLC<br>2058 N MILLS AVENUE, SUITE 435<br>CLAREMONT, CALIFORNIA 91711-2812  | RL1_0157  | LEASE FOR STORE NO. #0157<br>8900 GOLDEN VALLEY ROAD, GOLDEN VALLEY, MINNESOTA       |
| 2    | RED LOBSTER RESTAURANTS LLC | ALEXANDRIA SEAFOOD, LLC<br>15942 SHADY GROVE ROAD<br>GAITHERSBURG, MARYLAND 20877   | RL1_0235  | LEASE FOR STORE NO. #0235<br>555 S. VAN DORN STREET, ALEXANDRIA, VIRGINIA            |
| 3    | RED LOBSTER HOSPITALITY LLC | BDG SUFKA LLC<br>C/O BLUMENFELD DEVELOPMENT GROUP<br>300 ROBBINS LANE<br>SYOSSET, NY 11791  | RL1_6388  | LEASE FOR STORE NO. #6388<br>925 HUNTS POINT AVE, BRONX, NY 10459                    |
| 4    | RED LOBSTER RESTAURANTS LLC | BIG RED LLC C/O BRYAN W FAIRFIELD MANAGER<br>6121 OLD STATE ROAD<br>25 N LAFAYETTE, INDIANA 47905-9718  | RL1_0610  | LEASE FOR STORE NO. #0610<br>4353 FRANKLIN STREET, MICHIGAN CITY, INDIANA            |
| 5    | RED LOBSTER HOSPITALITY LLC | CHRISTINE B. CUNNING, AS TRUSTEE OF THE HERZMAN NIECES EXEMPT TRUST U/D/T DECEMBER 15, 1972, A<br>CALIFORNIA IRREVOCABLE TRUST<br>P.O. BOX 3129<br>SAN DIEGO, CALIFORNIA 92163-1129   | RL1_0494  | LEASE FOR STORE NO. #0494<br>1604 N STATE ROAD ROUTE 50, BOURBONNAIS, ILLINOIS       |
| 6    | RED LOBSTER HOSPITALITY LLC | FIRST ARIZONA RL ASSOCIATES, LLC<br>80 NASHUA RD STE A4<br>LONDONDERRY, NEW HAMPSHIRE 03053-3419  | RL1_6333  | LEASE FOR STORE NO. #6333<br>1521 S. YUMA PALMS PARKWAY, YUMA, ARIZONA               |
| 7    | RED LOBSTER HOSPITALITY LLC | GENEVA RL VENTURE, LLC<br>C/O LEON NOVAK6400 POWERS FERRY RD NW STE 100<br>ATLANTA, GEORGIA 30339-2907  | RL1_6299  | LEASE FOR STORE NO. #6299<br>902 COMMONS DRIVE, GENEVA, ILLINOIS                     |
| 8    | RED LOBSTER RESTAURANTS LLC | GINA EL SINEITTI ESTATE C/O ZAKI EL KODSI EXECUTOR<br>804 BOARDWALK PL<br>REDWOOD CITY, CALIFORNIA 94065-1804   | RL1_0153  | LEASE FOR STORE NO. #0153<br>709 INDEPENDENCE BLVD., VIRGINIA BEACH, VIRGINIA        |
| 9    | RED LOBSTER HOSPITALITY LLC | HACIK/ALIN URUN<br>17914 MEDLEY DR<br>ENCINO, CALIFORNIA 91316-4341<br><br>10920 MOORPARK LLC<br>650 SOUTH HILL STREET, SUITE M-11<br>LOS ANGELES, CA 90014   | RL1_0039  | LEASE FOR STORE NO. #0039<br>5110 N 9TH AVE, PENSACOLA, FLORIDA                      |
| 10   | RED LOBSTER HOSPITALITY LLC | HENDRIE FAMILY PROPERTIES, LLC<br>100 S.E. 2ND STREET, SUITE 3400<br>MIAMI, FLORIDA 33131   | RL1_0458  | LEASE FOR STORE NO. #0458<br>326 MIRACLE STRIP PKWY S.W., FORT WALTON BEACH, FLORIDA |
| 11   | RED LOBSTER RESTAURANTS LLC | HORLBECK, LLC, ALEXANDER G. THOMPSON, RUTH ANN CURRY, TRUSTEE OF THE RUTH ANN CURRY TRUST #1 DATED<br>OCTOBER 12, 1994 & MG ASSOCIATES, LLC C/O THOMPSON & COMPANY<br>PO BOX 50909 COLUMBIA, SOUTH CAROLINA 29250   | RL1_0172  | LEASE FOR STORE NO. #0172<br>1270 KNOX ABBOTT DRIVE, CAYCE, SOUTH CAROLINA           |
| 12   | RED LOBSTER HOSPITALITY LLC | JAMES MCGRATH<br>2000 W. PIONEER PARKWAY SUITE 13<br>PEORIA, ILLINOIS 61615<br><br>TERENCE J. MCGRATH, EXECUTOR OF ELEANOR L. MCGRATH ESTATE<br>4802 NORTH IDLEWOOD COURT<br>PEORIA, ILLINOIS 61614<br><br>LAURENCE M. MCGRATH<br>5627 NORTH ARROW DRIVE<br>PEORIA, ILLINOIS 61614<br><br>EUGENIA F. HAASIS TRUST & MARY R. STAMBERGER, TRUSTEE<br>332 RUSTIC VIEW TRAIL<br>DECATUR, ILLINOIS 62521 | RL1_0473  | LEASE FOR STORE NO. #0473<br>4625 N STERLING AVE, PEORIA, ILLINOIS                   |
| 13   | RED LOBSTER RESTAURANTS LLC | MOORLAND MEDICINE LLC<br>8804 POTOMAC STATION LN<br>POTOMAC, MARYLAND 20854-3983  | RL1_0055  | LEASE FOR STORE NO. #0055<br>6550 TARA BLVD, JONESBORO, GEORGIA                      |
| 14   | RED LOBSTER RESTAURANTS LLC | PINE VIEW VILLAGE, LLC<br>10231 PRESTWICK TRAIL<br>LONE TREE, COLORADO 80124  | RL1_0364  | LEASE FOR STORE NO. #0364<br>4925 N ACADEMY BLVD, COLORADO SPRINGS, COLORADO         |
| 15   | RED LOBSTER HOSPITALITY LLC | QUEENSBURY PLAZA I, LLC<br>C/O FLAUM MANAGEMENT COMPANY, INC. 400 ANDREWS STREET, SUITE 500<br>ROCHESTER, NEW YORK 14604  | RL1_0788  | LEASE FOR STORE NO. #0788<br>750 UPPER GLEN STREET, QUEENSBURY, NEW YORK             |
| 16   | RED LOBSTER HOSPITALITY LLC | R&H PROPERTIES LP<br>2243 E DEL RAE DR<br>FLAGSTAFF, ARIZONA 86005-2763   | RL1_6220  | LEASE FOR STORE NO. #6220<br>8909 US HIGHWAY 19, PORT RICHEY, FLORIDA                |

| Item | Debtor                      | Rejection Counterparty   | Store No. | Description of Lease   |
|------|-----------------------------|--|-----------|--|
| 17   | RED LOBSTER RESTAURANTS LLC | R.Y.G. REALTY, INC. / ATTN YURY GNESIN<br>17070 COLLINS AVE STE 255<br>SUNNY ISLES BEACH, FLORIDA 33160-3635   | RL1_0722  | LEASE FOR STORE NO. #0722<br>304 A WESTERN BLVD., JACKSONVILLE, NORTH CAROLINA |
| 18   | RED LOBSTER HOSPITALITY LLC | RAINBOW INVESTMENT CO LP C/O ATTN TENANT RELATIONS<br>10620 TREENA STREET, SUITE 110<br>SAN DIEGO, CA 92131  | RL1_0504  | LEASE FOR STORE NO. #0504<br>8703 MURRAY DRIVE, LA MESA, CA 91942              |
| 19   | RED LOBSTER RESTAURANTS LLC | RL1AK LLC<br>C/O RL1AK LLC PO BOX 124<br>MAMARONECK, NEW YORK 10543-0124   | RL1_0202  | LEASE FOR STORE NO. #0202<br>8407 W. MARKHAM STREET, LITTLE ROCK, ARKANSAS     |
| 20   | RED LOBSTER HOSPITALITY LLC | SPM ACQUISITION LLC C/O SPINOSO REAL ESTATE GROUP<br>112 NORTHERN CONCOURSE<br>NORTH SYRACUSE, NEW YORK 13212<br><br>SPM ACQUISITION LLC ATTN: GENERAL MANAGER<br>500 SOUTHPARK CENTER<br>STRONGSVILLE, OHIO 44136 | RL1_6312  | LEASE FOR STORE NO. #6312<br>17227 SOUTHPARK CENTER, STRONGSVILLE, OHIO        |
| 21   | RED LOBSTER HOSPITALITY LLC | THE 2015 HONG FAMILY TRUST DBA THE 2015 HONG FAMILY TRUST<br>24641 WILLOW TER<br>HARBOR CITY, CALIFORNIA 90710-4570  | RL1_6251  | LEASE FOR STORE NO. #6251<br>12515 ELM CREEK BLVD., N., MAPLE GROVE, MINNESOTA |
| 22   | RED LOBSTER RESTAURANTS LLC | THE R&T WEATHERBY FAMILY TRUST<br>TRUSTEE AND MARY KATHERINE DARIN<br>39629 N 106TH ST<br>SCOTTSDALE, ARIZONA 85262-3384   | RL1_6339  | LEASE FOR STORE NO. #6339<br>4415 S. LABURNUM AVE, RICHMOND, VIRGINIA          |
| 23   | RED LOBSTER RESTAURANTS LLC | THF MAPLEWOOD OUTPARCEL DEVELOPMENT LLC<br>C/O TKG MANAGEMENT INC<br>211 NORTH STADIUM BLVD<br>COLUMBIA, MISSOURI 65203  | RL1_6324  | LEASE FOR STORE NO. #6324<br>2381 MAPLEWOOD COMMONS DRIVE, MAPLEWOOD, MISSOURI |