

**UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION**
www.flmb.uscourts.gov

IN RE:

Chapter 11 Cases

RED LOBSTER MANAGEMENT LLC,¹

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.,
RL SALISBURY, LLC,
RED LOBSTER INTERNATIONAL HOLDINGS LLC,

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

Debtors.

**JOINT MOTION OF CERTAIN OF THE REORGANIZED
DEBTORS AND EEC ACQUISITION, LLC AND RESTAURANT
EQUIPMENT MAINTENANCE COMPANY, LLC FOR THE ENTRY OF AN
ORDER RESOLVING CURE OBJECTION AND RELATED OBJECTIONS**

The Reorganized Debtors (as defined in the Plan (as defined below)) (excluding Red Lobster Management LLC), and EEC Acquisition, LLC d/b/a Smart Care Equipment Solutions

¹ 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 were located at 450 S. Orange Avenue, Suite 800, Orlando, FL 32801.

(“Smart Care”) and Restaurant Equipment Maintenance Company, LLC d/b/a REMCO (individually, “REMCO”, and together with Smart Care, the “Counterparties” and, along with the Reorganized Debtors (excluding Red Lobster Management LLC), the “Parties”), by and through their undersigned counsel, file this joint motion (the “Joint Motion”) for the entry of an order approving the Parties’ resolution of the cure amounts asserted by the Counterparties in its Cure Objection (defined below). As grounds in support of this Joint Motion, the Parties state as follows:

1. On June 14, 2024, the Court entered the *Order (I) Approving Bidding Procedures for the Sale of Substantially All of the Debtors’ Assets, (II) Authorizing the Debtors to Enter into Stalking Horse Agreement and to Provide Bidding Protections Thereunder, (III) Scheduling an Auction and Approving the Form and Manner of Notice Thereof, (IV) Approving Assumption and Assignment Procedures, (V) Scheduling a Sale Hearing and Approving the Form and Manner of Notice Thereof and (VI) Granting Related Relief* [ECF No. 386] (the “Sale Procedures Order”).²

2. In accordance with the Sales Procedures Order, on June 28, 2024, the above captioned debtors and debtors-in-possession (collectively, the “Debtors”) filed the *Notice to Contract Parties of Potentially Assumed and Assigned Executory Contracts and Unexpired Leases and Any Cure Costs Associated Therewith in Connection with Sale of Debtors’ Assets* [ECF No. 476] (the “Initial Cure Notice”) which set forth a schedule of Cure Amounts (as defined in the Initial Cure Notice) for certain Assigned Contracts (the “Initial Cure Amounts”).

3. On July 2, 2024, the Debtors filed the *First Supplemental Notice to Contract Parties of Potentially Assumed and Assigned Executory Contracts and Unexpired Leases and Any Cure Costs Associated Therewith in Connection with Sale of Debtors’ Assets* [ECF No. 484] (the “Supplemental Cure Notice” and together with the Initial Cure Notice, the “Cure Notices”) which sets forth a schedule of Cure Amounts for certain Assigned Contracts not previously identified in

² Capitalized terms not defined herein shall have the meanings ascribed to them in the Sale Procedures Order.

the Initial Cure Notice (the “Supplemental Cure Amounts” and together with the Initial Cure Amounts, the “Cure Amounts”).

4. Following the filing of the Cure Notices, the Counterparties filed an objection at ECF No. 521, as amended at ECF No. 597 (the “Objection”) to, among other things, the Cure Amounts listed by the Debtors in one of the Cure Notices in connection with the Assigned Contracts pertaining to the Counterparties (the “Cure Objection”).

5. On September 5, 2024, the Court entered the *Findings of Fact, Conclusions of Law, and Order (I) Approving the Adequacy of the Disclosure Statement on a Final Basis and (II) Confirming the Joint Chapter 11 Plan for Red Lobster Management LLC and its Debtor Affiliates, (III) Setting Deadlines, and (IV) Setting Post-Confirmation Status Conference* [ECF No. 1140] (the “Confirmation Order”), confirming the *Second Amended Joint Chapter 11 Plan for Red Lobster Management LLC and Its Debtor Affiliates* as of September 4, 2024 [ECF No. 1124] (the “Plan”) filed by the Debtors.

6. The Executory Contracts and Unexpired Leases listed on Exhibit A to the Confirmation Order were assumed or assumed and assigned by the Debtors, as applicable. The Confirmation Order inadvertently only listed certain of the Counterparties’ Assigned Contracts:

Red Lobster Hospitality, LLC	EEC ACQUISITION LLC	General Services Agreement	TBD ^[1]
Red Lobster Restaurants, LLC	EEC ACQUISITION LLC	Facility Service Agreement (HVAC) for Restaurant #0398	

7. For the avoidance of doubt, the Parties acknowledge that each of the Counterparties’ Assigned Contracts were assumed or assumed and assigned by the Debtors, including those listed on Exhibit 1 of the proposed Order attached hereto as **Exhibit A** and those listed in the Objection.

8. By way of this Joint Motion, the Parties have agreed to (i) resolve their dispute

pertaining to the Counterparties' pre-petition Cure Amounts in connection with the assumption or assumption and assignment by Debtors of the Counterparties' Assigned Contracts; namely, the applicable Counterparty's pre-petition Cure Amount shall total the amounts set forth on Exhibit 1 of the proposed Order attached hereto as **Exhibit A** (in each case, the "**Agreed Cure Amount**").

9. To the extent the Reorganized Debtors owe the Counterparties unpaid, post-petition amounts under the Assigned Contracts, the Reorganized Debtors agree to treat those amounts as ordinary course expenses without the need for the Counterparties to file an administrative expense claim by the administrative expense claim bar date set by the Court.

WHEREFORE, the Parties respectfully request that the Court grant this Joint Motion by entering an Order in substantially in the form attached hereto as **Exhibit A** and, thereby, approve the Agreed Cure Amounts and grant any further relief which this Court deems just and proper.

Signature Pages to Follow

Dated: October 14, 2024

Respectfully submitted,

Counsel for the Plan Administrator

**Counsel for the Reorganized Debtors
(excluding Red Lobster Management)**

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Filer's Attestation: Pursuant to Local Rule 1001-2(g)(3) regarding signatures, Paul Steven Singerman attests that concurrence in the filing of this paper has been obtained.

Counsel for Counterparties

/s/ Eval Berger

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EXHIBIT A

(Proposed Order)

**UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION**
www.flmb.uscourts.gov

IN RE:

Chapter 11 Cases

RED LOBSTER MANAGEMENT LLC,¹

Case No. 6:24-bk-02486-GER
Lead Case

RED LOBSTER RESTAURANTS LLC,
RLSV, INC.,
RED LOBSTER CANADA, INC.,
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RED LOBSTER OF BEL AIR, INC.,
RL SALISBURY, LLC,
RED LOBSTER INTERNATIONAL HOLDINGS LLC,

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

Debtors.

**ORDER APPROVING JOINT MOTION OF CERTAIN OF
THE REORGANIZED DEBTORS AND EEC ACQUISITION, LLC
AND RESTAURANT EQUIPMENT MAINTENANCE COMPANY, LLC
RESOLVING CURE OBJECTION AND RELATED OBJECTIONS**

THIS CASE came before the Court, without a hearing, upon the *Joint Motion of Certain of the Reorganized Debtors and EEC Acquisition, LLC and Restaurant Equipment Maintenance Company, LLC for the Entry of an Order Resolving Cure Objection and Related Objections* [ECF No. ____] (the “Joint Motion”). The Court, having considered the Joint Motion, noting that the Parties² have agreed upon the Agreed Cure Amounts as set forth on **Exhibit 1** attached hereto, finding good cause for the granting of the relief requested therein, and being otherwise duly advised in the premises, it is

ORDERED that:

1. The Joint Motion is **GRANTED**.
2. The Parties acknowledge that the Counterparties’ Assigned Contracts were assumed or assumed and assigned by the Debtors. The Assigned Contracts include the contracts identified in **Exhibit 1** attached hereto, as well as the contracts identified in the Objection.
3. The Counterparty’s pre-petition Agreed Cure Amount shall total the amount set forth on **Exhibit 1** attached hereto.
4. The portion of the Objection [ECF No. 521, as amended at ECF No. 597] related to the Cure Amounts listed by the Debtors in one or more of the Cure Notices in connection with

² Capitalized terms not defined herein shall have the meanings ascribed to them in the Joint Motion or Sales Procedures Order, as applicable.

each Counterparty's Assigned Contract is overruled as moot.

5. Entry of this Order establishes the pre-petition Agreed Cure Amount for the Counterparties, as set forth in paragraph 3 above, provided, for the avoidance of doubt, that any accrued and/or unbilled obligations under the applicable Assigned Contracts, including, without limitation, tax obligations, will be paid when due consistent with the terms of the applicable Assigned Contract without the need for the Counterparties to file a further supplemental cure objection to assert such amount. To the extent the Reorganized Debtors owe the Counterparties unpaid, post-petition amounts under the Assigned Contracts, such amounts will be treated as ordinary course expenses and the Counterparties shall not be required to file an administrative expense claim by the administrative expense claim bar date set by the Court.

6. The Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

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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**Agreed Cure Amounts**

Contract #	Debtor	Counterparty	Description of Agreement	Agreed Cure Amount
1311	Red Lobster Hospitality LLC	EEC ACQUISITION LLC	GENERAL SERVICES AGREEMENT	\$192,509.45
1312	Red Lobster Restaurants LLC	EEC ACQUISITION LLC	FACILITY SERVICE AGREEMENT (HVAC) FOR RESTAURANT #0398	
3268	Red Lobster Restaurants LLC	REMCO INC	GENERAL SERVICES AGREEMENT	\$137,970.89
3269	Red Lobster Restaurants LLC	REMCO INC	FACILITY SERVICE AGREEMENT (HVAC) FOR RESTAURANT #0604	
3270	Red Lobster Restaurants LLC	REMCO INC	FACILITY SERVICE AGREEMENT (HVAC) FOR RESTAURANT #0035	
3271	Red Lobster Restaurants LLC	REMCO INC	FACILITY SERVICE AGREEMENT (HVAC) FOR RESTAURANT #0159	
3272	Red Lobster Restaurants LLC	REMCO INC	FACILITY SERVICE AGREEMENT (HVAC) FOR RESTAURANT #0046	
3273	Red Lobster Restaurants LLC	REMCO INC	FACILITY SERVICE AGREEMENT (HVAC) FOR RESTAURANT #6216	
3274	Red Lobster Restaurants LLC	REMCO INC	FACILITY SERVICE AGREEMENT (HVAC) FOR RESTAURANT #0298	
3275	Red Lobster Restaurants LLC	REMCO INC	FACILITY SERVICE AGREEMENT (HVAC) FOR RESTAURANT #0782	
3276	Red Lobster Restaurants LLC	REMCO INC	FACILITY SERVICE AGREEMENT (HVAC) FOR RESTAURANT #0559	
3277	Red Lobster Restaurants LLC	REMCO INC	FACILITY SERVICE AGREEMENT (HVAC) FOR RESTAURANT #0292	

Contract #	Debtor	Counterparty	Description of Agreement	Agreed Cure Amount
3278	Red Lobster Restaurants LLC	REMCO INC	FACILITY SERVICE AGREEMENT (HVAC) FOR RESTAURANT #6322	
3279	Red Lobster Restaurants LLC	REMCO INC	FACILITY SERVICE AGREEMENT (HVAC) FOR RESTAURANT #6376	
3280	Red Lobster Restaurants LLC	REMCO INC	FACILITY SERVICE AGREEMENT (HVAC) FOR RESTAURANT #6325	
3281	Red Lobster Hospitality LLC	REMCO INC	FACILITY SERVICE AGREEMENT (HVAC) FOR RESTAURANT #6315	
3282	Red Lobster Hospitality LLC	REMCO INC	FACILITY SERVICE AGREEMENT (HVAC) FOR RESTAURANT #0039	
3283	Red Lobster Hospitality LLC	REMCO INC	FACILITY SERVICE AGREEMENT (HVAC) FOR RESTAURANT #0458	
3678	Red Lobster Restaurants LLC	SMART CARE	FACILITY SERVICE AGREEMENT (HVAC) FOR RESTAURANT #0634	Included in the \$192,509.45 above
3679	Red Lobster Restaurants LLC	SMART CARE	FACILITY SERVICE AGREEMENT (HVAC) FOR RESTAURANT #6302	
3680	Red Lobster Hospitality LLC	SMART CARE	FACILITY SERVICE AGREEMENT (HVAC) FOR RESTAURANT #0528	