

ENTERED

January 28, 2025

Nathan Ochsner, Clerk

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

In re:

CONN'S, INC., *et al.*,

Debtors.

Chapter 11

Case No. 24-33357 (ARP)

(Jointly Administered)

**ORDER (I) APPROVING SETTLEMENT AGREEMENT BETWEEN
THE DEBTORS AND SYNCHRONY BANK PURSUANT TO FEDERAL RULE
OF BANKRUPTCY PROCEDURE 9019 AND (II) GRANTING RELATED RELIEF**
(Relates to Docket No. 1354)

The Court considered the *Motion for Entry of an Order (I) Approving Settlement Agreement Between the Debtors and Synchrony Bank Pursuant to Federal Rule of Bankruptcy Procedure 9019 and (II) Granting Related Relief* (the "Motion")¹ filed by Conn's, Inc., and its debtor affiliates, as debtors and debtors in possession (collectively, the "Debtors"). The Court having reviewed the Motion and any objections thereto; and based on the matters reflected in the record of the hearing held on the Motion, if any; it appearing that the Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334; that this is a core proceeding pursuant to 28 U.S.C. § 157(b); that notice of the Motion was sufficient; that the requirements of Bankruptcy Rule 9019 have been satisfied with respect to the relief requested in the Motion; that the proposed Settlement and Release Agreement (the "Agreement"), attached to hereto as **Exhibit 1**, between the Debtors and Synchrony Bank ("Synchrony") is fair and equitable; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, creditors, and all parties in interest, and that good cause has been shown therefore, finds that the Motion should be GRANTED. It is therefore hereby **ORDERED** that:

¹ Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Motion.

1. Pursuant to Bankruptcy Rule 9019, the Agreement attached hereto as **Exhibit 1** is approved in its entirety, including all terms, conditions, covenants and releases contained therein.

2. The Debtors and Synchrony are authorized and directed to enter into, perform, execute, and deliver all documents, and take all actions, necessary to implement each of the terms of the Agreement and otherwise perform thereunder.

3. That certain Retailer Program Agreement, effective as of January 1, 2023, by and between Conn Appliances, Inc. and Synchrony, is deemed rejected.

4. Nothing contained in the Motion, this Order, or any actions taken by the parties pursuant to the relief granted in this Order shall be construed as: (i) an admission as to the validity of any claim held by the Debtors or any claim against the Debtors, or (ii) a waiver or limitation of the parties' rights under the Agreement, the Bankruptcy Code, and other applicable law.

5. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion under the circumstances and the requirements of Bankruptcy Rule 6004(a) and the Bankruptcy Local Rules are satisfied by such notice.

6. Notwithstanding Bankruptcy Rule 6004, this Order shall be effective and enforceable immediately upon entry.

7. This Court shall retain exclusive jurisdiction to hear and determine all matters arising from or related to the implementation or interpretation of this Order, and the Agreement approved herein.

Signed: January 28, 2025



Alfredo R Pérez
United States Bankruptcy Judge

Exhibit 1

Settlement and Release Agreement

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

<p>In re:</p> <p>CONN'S, INC., <i>et al.</i>,</p> <p style="text-align:center">Debtors.</p>	<p>Chapter 11</p> <p>Case No. 24-33357 (ARP)</p> <p>(Jointly Administered)</p>
<p>CONN APPLIANCES, INC.</p> <p style="text-align:center">Plaintiff,</p> <p>v.</p> <p>SYNCHRONY BANK</p> <p style="text-align:center">Defendant.</p>	<p>Adversary No. 24-03211</p>

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (the "Agreement") is executed on even date herewith, to be effective upon the Court's entry of a 9019 Order (defined herein) approving this Agreement ("Effective Date") by and between Plaintiff Conn Appliances, Inc. (hereafter, "Conn's" or "Plaintiff") and Defendant Synchrony Bank ("Synchrony" or "Defendant"), each a party (hereafter, "Party" or collectively, the "Parties") in the above styled and numbered adversary proceeding (the "Adversary Proceeding"). The Parties, intending to fully settle and resolve the Adversary Proceeding, the Setoff Motion (defined below) and all other claims between them, hereby agree as follows:

I. RECITALS

WHEREAS, on May 10, 2023, Conn's and Synchrony entered into that certain Retailer Program Agreement effective as of January 1, 2023 (hereafter, the "RPA")¹, which governs the private label credit card program Synchrony provided to the Debtors whereby Synchrony issued credit cards branded with the Conn's name to customers for the purchase of the Debtors' products in-store and online.

WHEREAS, on July 23, 2024 (the "Petition Date"), the above-captioned debtors (the "Debtors") filed voluntary petitions for relief (the "Chapter 11 Cases") under chapter 11, title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (as amended and modified, the "Bankruptcy

¹ Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the RPA.

Code”) in the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the “Court”).

WHEREAS, Conn’s alleges to be owed certain funds pursuant to the RPA and held by Synchrony, and Synchrony alleges certain rights to recoup and/or setoff claims against Conn’s and the funds held pursuant to the RPA.

WHEREAS, on August 23, 2024, Synchrony filed its *Motion of Synchrony Bank for Relief from the Automatic Stay to Allow Recoupment or Alternatively Setoff* [Main Case No. 24-33357, Docket No. 400] (the “Setoff Motion”), seeking approval from the Court to recoup and/or setoff amounts allegedly owed to Conn’s under the RPA and alleging that after netting the funds owed between the parties, the Debtors actually owed Synchrony funds, among other things.

WHEREAS, on October 7, 2024, Synchrony filed a general unsecured claim in the Chapter 11 Cases which is docketed by the Debtors’ claims and noticing agent as Claim No. 10515 (the “Proof of Claim”) in which Synchrony states that its claim against the Debtors is “\$2,000,000 unliquidated.”

WHEREAS, on October 9, 2024, Plaintiff initiated the above-captioned Adversary Proceeding by filing its *Original Complaint* against Defendant alleging, among other things, that Synchrony is holding funds belonging to Conn’s, that Synchrony breached the RPA, and objecting to the Proof of Claim.

WHEREAS, the Parties agreed to adjudicate the merits of the Setoff Motion and the Original Complaint within the Adversary Proceeding on an expedited basis.

WHEREAS, the Parties have engaged in certain discovery and have now come to terms on a global settlement resolving their Claims (defined below), as memorialized herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants made, including the recitals set forth above, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

II. SETTLEMENT TERMS

A. Settlement Procedure.

- (1) Within three (3) Business Days of execution of this Agreement by the Parties, the Debtors shall file a motion in the Chapter 11 Cases pursuant to Rule 9019 of the Federal Rules of Bankruptcy Procedure (“9019 Motion”) seeking entry of an Order (the “9019 Order”) approving this Agreement on an expedited basis;
- (2) The 9019 Motion and proposed 9019 Order shall be in a form reasonably acceptable to the Debtors and Synchrony;
- (3) Upon the Court’s entry of the 9019 Order in the Chapter 11 Cases, and as long as such 9019 Order is not stayed by an order of a court of competent jurisdiction, this Agreement shall be immediately effective and binding upon the Parties;

- (4) Within five (5) days of payment of the First Settlement Payment (defined below):
 - (i) Conn's shall move the Court to dismiss the Adversary Proceeding; (ii) Synchrony shall withdraw its Setoff Motion in the Chapter 11 Cases; and (iii) Synchrony shall file a notice of withdrawal of its Proof of Claim. The Parties shall cooperate to ensure that the Adversary Proceeding, the Setoff Motion and the Proof of Claim are properly dismissed; and
- (5) The Parties shall support and take all steps reasonably necessary and desirable to consummate the transactions and undertakings contained herein, including, but not limited to preparing and finalizing any additional documentation and submitting evidence and legal support at any hearing in the Bankruptcy Court to approve the Agreement.

B. Consideration. In full and final settlement, compromise and discharge of the relief sought by Synchrony in the Setoff Motion, the claims and causes of action asserted by the Debtors in the Adversary Proceeding, and all other claims against each other arising from, relating to or arising under the RPA, including any rejection damage claims resulting from the rejection of the RPA, or otherwise (collectively, the "Claims"), the Parties agree that Synchrony shall pay to Conn's the sum of up to \$1,689,869.00 (hereafter, the "Conn's Settlement Claim"), to be calculated and paid as follows and subject to reduction as set forth herein:

- (1) Within three (3) Business Days of entry of the 9019 Order, Synchrony shall pay the amount of \$1,200,000.00 (the "First Settlement Payment") to Conn's via wire transfer in accordance with the wire transfer instructions set forth on Schedule A attached to and incorporated in this Agreement (the "Conn's Bank Account");
- (2) On or before March 15, 2025, Synchrony shall pay fifty percent (50%) of the remaining amount of \$489,869.00 (*i.e.*, the Conn's Settlement Claim less the Initial Settlement Payment) to Conn's via wire transfer to the Conn's Bank Account, net of any applicable Charge Backs and Credits (the "Second Settlement Payment");²
- (3) On or before June 30, 2025, Synchrony shall pay the outstanding balance of the Conn's Settlement Claim (*i.e.*, the Conn's Settlement Claim less the First Settlement Payment and the Second Settlement Payment) to Conn's via wire transfer to the Conn's Bank Account, net of any applicable Charge Backs and Credits (the "Third Settlement Payment");
- (4) Synchrony and Conn's shall continue to evaluate customer disputes in accordance with the terms of the RPA and consistent with their course of dealing in the last six months, until payment of the Third Settlement Payment has been made to Conn's; and

² As used herein, the terms "Charge Backs" and "Credits" shall have the meaning ascribed to them in the RPA, including specifically Section 6 of the RPA, and used in ordinary course dealings between the Parties.

- (5) Synchrony shall continue to allow Conn's representatives to access the CustomerACCT portal in the Business Center through the time that Synchrony makes the Third Settlement Payment to Conn's.
- C. **Releases.** Upon the Effective Date, the Debtors, on the one hand, and Synchrony, on the other hand, shall grant to one another (and each of their respective Related Parties) those releases set forth in Schedule B hereto (the "Releases"), which Releases shall become effective on the Effective Date.
- D. **Rejection.** All agreements and any amendments thereto, among any one or more of the Debtors and Synchrony, including the RPA, shall be deemed rejected and no longer capable of assumption or assignment. Any rejection damage claims resulting from such rejection are incorporated into this Agreement and shall be released on the Effective Date.
- E. **Stand-Down on Discovery and Litigation.** Upon the date the Debtors and Synchrony execute this Agreement, the Debtors and Synchrony shall refrain from continuing or conducting any discovery or litigation targeted at any other Party or any of their Related Parties as defined in the "Releases" section above. Any applicable deadlines shall be tolled, and no Party shall use the delay contemplated by this stand-down provision to preclude compliance with such discovery or litigation obligations in the event this Agreement is not approved by the Bankruptcy Court or the order approving this Agreement is reversed or vacated on appeal (any such event, a "Termination Event").
- F. **Documents.** Within 30 days of the Effective Date, the Parties shall destroy or return to counsel all documents produced by the other party or parties in connection with the Adversary Proceeding or Setoff Motion. Upon request, either Party shall certify in writing and under oath that all such originals have been returned, all copies have been destroyed, and that no copies have been retained in any form.
- G. **Entire Integrated Agreement; No Oral Modification.** This Agreement contains the entire agreement between the Parties regarding the matters set forth herein, and it supersedes all understandings or agreements, verbal or otherwise, between the Parties regarding the subject matter hereof. The terms of this Agreement are contractual and not mere recitals. Nothing contained herein shall serve to release, acquit, or discharge the Parties from the obligations contained in this Agreement. This Agreement may not be modified, renewed, extended, or terminated except by written instrument executed by all Parties.
- H. **Representations and Warranties; Binding Effect.**
- (1) The Debtors and their undersigned representative(s) represent and warrant to Synchrony that Conn's presently owns and has not assigned or transferred such rights, nor any claims or causes of action related to the Claims released herein, prior to the entering of this Agreement. The Debtors further warrant and represent that the person or persons signing this Agreement for Conn's has the legal authority to execute this Agreement. Synchrony is fully entitled to rely on this warranty and

representation from the Debtors in entering into this Agreement and accepting the benefits provided herein.

- (2) Synchrony and its undersigned representative(s) represent and warrant to the Debtors that Synchrony presently owns and has not assigned or transferred such rights, nor any claims or causes of action related to the Claims released herein, prior to the entering of this Agreement. Synchrony further warrants and represents that the person or persons signing this Agreement for Synchrony has the legal authority to execute this Agreement. The Debtors are fully entitled to rely on this warranty and representation from Synchrony in entering into this Agreement and accepting the benefits provided herein.
- I. **Successors and Assigns.** This Agreement is binding upon the Parties hereto and their respective successors and assigns, including but not limited to any chapter 7 trustee that may be appointed upon conversion of the Debtors' Chapter 11 Cases or a liquidating trustee appointed in the Chapter 11 Cases pursuant to a confirmed plan of reorganization.
- J. **Basis for Parties' Understanding of the Agreement.** In executing this Agreement, the Parties expressly and unequivocally represent and disclaim any reliance on any representation made by or on behalf of the other Party that is not specified in this Agreement. Both Parties are represented by sophisticated counsel, have negotiated this Agreement at arm's length, and specifically acknowledge that neither Party is relying on any facts, promises, undertakings or representations made by any other Party or Party's representative, including any other Party's attorney(s) in entering the Agreement.
- K. **Acknowledgment of Consideration.** The Parties acknowledge that the provisions of this Agreement provide mutually sufficient consideration for this Agreement and its enforcement.
- L. **Attorneys' Fees, Costs, and Expenses.** The Parties agree to bear their own court costs and attorneys' fees in connection with the Adversary Proceeding and Setoff Motion up to the Effective Date. In the event of an action to enforce the terms of this Agreement or for breach of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party: (i) reasonable and necessary attorneys' fees; (ii) court costs; (iii) expert witness fees; (iv) document reproduction costs; (v) court reporter fees; and (vi) all other reasonable expenses incurred by the prevailing Party in such action.
- M. **Venue and Governing Law.** The Parties agree that the laws of the State of Texas shall govern the construction and enforcement of this Agreement without regard to a conflicts of law analysis. The Court shall retain exclusive jurisdiction to hear any dispute arising out of or relating to the 9019 Order or this Agreement.
- N. **Amendments; Effectiveness.** No amendment to the terms hereof may be made without the signed, written consent of each of the Parties, and, to the extent necessary, approval of the Bankruptcy Court. No Party shall argue that the absence of signatures to this Settlement renders it unenforceable with its terms. The Parties further stipulate that their consent to

the submission of this Agreement and the 9019 Motion may be expressed through their respective counsel in writing.

- O. **Joint Preparation**. The Parties to this Agreement and their respective counsel have jointly participated in the drafting of this Agreement and the negotiation thereof or have had the opportunity to do so and have executed and accepted the terms and provisions of this Agreement either after receiving advice of their counsel or after deciding that they do not want or need the advice of counsel. No dispute or claim of ambiguity with respect to this Agreement or of any provision herein shall be construed in favor of or against either Party based on the claimed identity of the drafter of this Agreement or any provision herein.
- P. **No Admission of Liability**. The Parties enter into this Agreement solely for the purpose of avoiding the cost, uncertainties, and inconvenience of continued litigation, and the Parties expressly deny all liability for any and all claims made in the Adversary Proceeding.
- Q. **Severability**. If any of the provisions of this Agreement shall be held to any extent invalid, illegal, or incapable of being enforced, such term shall be excluded to the extent of such invalidity, illegality, or unenforceability; and all other terms hereof shall remain in full force and effect. A waiver of a breach of any terms or conditions of this Agreement shall not operate as a waiver of any other breach of such terms or conditions or any other term or condition hereof nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision hereof. Each of the Parties agrees to execute all such further instruments and documents and to take all such further action as the other Parties may reasonably require in order to effectuate the terms and purposes of this Agreement.
- R. **Counterparts and Scanned Signatures**. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original instrument and be binding upon the signing Party thereto, and all of which, when taken together, shall constitute one and the same instrument. Any signature to this Agreement delivered by facsimile or electronic mail shall be deemed original for all purposes. Each Party shall, promptly after execution of the same, send an executed counterpart of its signature page to this Agreement to the other Parties.
- S. **Survivability**. The terms of this Agreement shall survive the execution and delivery of the instruments attached hereto and the dismissal with prejudice of the Adversary Proceeding.
- T. **Conflicts**. In the event of any conflict between any other document entered into between the Parties and this Agreement, the terms of this Agreement shall control.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties have executed this Agreement individually or through their authorized representatives as of the date set forth below.

CONN'S, INC., et al.
CONN APPLIANCES, Inc.

SYNCHRONY BANK:

By: _____

Name: _____

Title: _____

Date: _____

By: Anthony Foster

Name: Anthony Foster

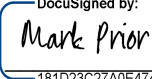
Title: Senior Vice President

Date: January 17, 2025

IN WITNESS WHEREOF, the Parties have executed this Agreement individually or through their authorized representatives as of the date set forth below.

CONN'S, INC., et al.
CONN APPLIANCES, Inc.

SYNCHRONY BANK:

By: 
DocuSigned by:
181D23C27A0E474...
Name: Mark Prior
Title: General Counsel
Date: 1/17/2025 | 14:12 PM CST

By: _____
Name: _____
Title: _____
Date: _____

Schedule A

Wire Instructions

Bank Name	Regions Bank
Bank Address	1717 McKinney Ave, Suite 1100 Dallas, Texas 75202
Wire Routing No.	062005690
SWIFT Code	UPNBUS44
Account Name	Conn Appliances Inc. (Master Account)
Account No.	0215920933

Schedule B**Releases**

Incorporation of Definitions	Unless otherwise defined herein, all capitalized terms shall have the meaning ascribed to them in the Agreement with which this Schedule is associated.
Synchrony Releasing Parties Definition	“ <u>Synchrony Releasing Parties</u> ” means, Synchrony, and, to the maximum extent permitted by law, Synchrony’s respective affiliates and Related Parties.
Company Releasing Parties Definition	“ <u>Company Releasing Parties</u> ” means, each of the Debtors, and, to the maximum extent permitted by law, each of the Debtors on behalf of their respective affiliates and Related Parties.
Related Party Definition	“ <u>Related Party</u> ” or “ <u>Related Parties</u> ” means, with respect to any Person or Entity, such Person’s or Entity’s current, former, and future directors, managers, officers, equity holders (regardless of whether such interests are held directly or indirectly), predecessors, participants, successors, and assigns, subsidiaries, Affiliates, managed accounts or funds, and each of their respective current and former equity holders, officers, directors, managers, principals, shareholders, members, management companies, fund advisors, employees, agents, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, and other professionals and the respective successors and assigns thereof.
Synchrony Released Parties Definition	“ <u>Synchrony Released Parties</u> ” means, each of, and in each case in its capacity as such: (i) the Synchrony Releasing Parties; (ii) the current and former affiliates of each entity in clause (i); and (iii) each Related Party of each entity in clauses (i) and (ii).
Company Released Parties Definition	“ <u>Company Released Parties</u> ” means, each of, and in each case in its capacity as such: (i) the Company Releasing Parties; (ii) the current and former affiliates of each entity in clause (i); and (iii) each Related Party of each entity in clauses (i) and (ii).

<p>Releases by the Company Releasing Parties</p>	<p>Except as expressly set forth herein or in the Agreement, upon the Effective Date, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, each Synchrony Released Party is hereby deemed released and discharged by each and all of the Company Releasing Parties, in each case on behalf of themselves and their respective successors, assigns, and representatives, and any and all other entities who or which may purport to assert any cause of action, directly or derivatively, by, through, for, or because of the foregoing entities, from any and all causes of action, whether known or unknown, including any derivative claims, asserted or assertable on behalf of any of the Company Releasing Parties who would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any claim against, or interest in, a Company Releasing Party, based on or relating to, or in any manner arising from, in whole or in part, (i) the Debtors (including the management, ownership, or operation thereof), (ii) the subject matter of, or the transactions or events giving rise to the Claims, (iii) all claims that were asserted or could have been asserted in the Adversary Proceeding, including, but not limited to, any claim for attorneys’ fees or costs of court, (iv) the business or contractual arrangements between any Debtor and any Synchrony Released Party, including the RPA, (v) the Debtors’ in- or out-of-court restructuring efforts, (vi) the Agreement, or any contract, instrument, release, or other agreement or document created or entered into in connection with the Agreement or the pursuit of approval of the Agreement, (vii) any preference, fraudulent transfer, or other avoidance claim arising pursuant to chapter 5 of the Bankruptcy Code or other applicable law, or (viii) upon any other act, or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date.</p> <p>The Releases shall not release any ongoing obligation contemplated by the Debtors’ and Synchrony’s Agreement pursuant to Rule 9019 of the Federal Rules of Bankruptcy Procedure. The Releases shall not be effective as to any claims related to any act or omission that is determined in a Final Order by a court of competent jurisdiction to have constituted actual fraud, willful misconduct, or gross negligence of such Synchrony Released Party. For the avoidance of doubt, the Debtors are not releasing and do not release any claim(s) to enforce, or for breach of, the Agreement.</p>
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<p>Releases by Synchrony Releasing Parties</p>	<p>Except as expressly set forth herein or in the Agreement, upon the Effective Date, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, each Debtor Released Party is hereby deemed released and discharged by each and all of the Synchrony Releasing Parties, in each case on behalf of themselves and their respective successors, assigns, and representatives, and any and all other entities who may purport to assert any cause of action, directly or derivatively, by, through, for, or because of the foregoing entities, from any and all causes of action, whether known or unknown, including any derivative claims, asserted or assertable on behalf of any of the Synchrony Parties who would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any claim against, or interest in, a Synchrony Releasing Party, based on or relating to, or in any manner arising from, in whole or in part, (i) the Debtors (including the management, ownership, or operation thereof), (ii) the subject matter of, or the transactions or events giving rise to the Claims, (iii) all claims that were asserted or could have been asserted in the Adversary Proceeding, including, but not limited to, any claim for attorneys’ fees or costs of court, (iv) the business or contractual arrangements between any Debtor and any Synchrony Released Party, including the RPA and any claims for rejection damages related to the rejection of the RPA, (v) the Debtors’ in- or out-of-court restructuring efforts, (vi) the Agreement or any contract, instrument, release, or other agreement or document created or entered into in connection with the Agreement or the pursuit of approval of the Agreement, (vii) any preference, fraudulent transfer, or other avoidance claim arising pursuant to chapter 5 of the Bankruptcy Code or other applicable law, or (viii) upon any other act, or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date.</p> <p>The Releases shall not release any ongoing obligation contemplated by the Debtors’ and Synchrony’s Agreement pursuant to Rule 9019 of the Federal Rules of Bankruptcy Procedure. The Releases shall not be effective as to any claims related to any act or omission that is determined in a Final Order by a court of competent jurisdiction to have constituted actual fraud, willful misconduct, or gross negligence of such Company Released Party. For the avoidance of doubt, Synchrony is not releasing and does not release any claim(s) to enforce, or for breach of, the Agreement.</p>
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United States Bankruptcy Court
Southern District of Texas

Conn Appliances, Inc.,
Plaintiff
Synchrony Bank,
Defendant

Adv. Proc. No. 24-03211-arp

CERTIFICATE OF NOTICE

District/off: 0541-4

User: ADIuser

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Date Rcvd: Jan 28, 2025

Form ID: pdf111

Total Noticed: 2

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.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Jan 30, 2025:

NONE

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
pla	+ Email/Text: bankruptcynotices@conns.com	Jan 28 2025 20:14:00	Conn Appliances, Inc., 2445 Technology Forest Blvd., Suite 800, The Woodlands, Tx 77381-5258
dft	+ Email/PDF: ais.sync.ebn@aisinfo.com	Jan 28 2025 20:17:48	Synchrony Bank, 777 Long Ridge Road, Stamford, CT 06902-1259

TOTAL: 2

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.

NONE

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.

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: Jan 30, 2025

Signature: /s/Gustava Winters

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on January 28, 2025 at the address(es) listed below:

Name	Email Address
James R. McGuire	on behalf of Defendant Synchrony Bank jmcguire@orrick.com
John Thomas Oldham	on behalf of Plaintiff Conn Appliances Inc. joldham@okinadams.com, sgonzales@okinadams.com;nhollon@okinadams.com
Matthew Scott Okin	on behalf of Plaintiff Conn Appliances Inc. mokin@okinadams.com, sgonzales@okinadams.com;nhollon@okinadams.com

District/off: 0541-4

User: ADIuser

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Date Rcvd: Jan 28, 2025

Form ID: pdf111

Total Noticed: 2

Ryan Anthony O'Connor

on behalf of Plaintiff Conn Appliances Inc. roconnor@okinadams.com, sgonzales@okinadams.com;nhollon@okinadams.com

Ryan Coel Wooten

on behalf of Defendant Synchrony Bank rwooten@orrick.com casestream@ecf.courtdrive.com

TOTAL: 5