

United States Bankruptcy Court
Western District of New York

In re:
Fairport Baptist Homes
Debtor

Case No. 22-20220-PRW
Chapter 11

CERTIFICATE OF NOTICE

District/off: 0209-2
Date Rcvd: Jan 30, 2025

User: admin
Form ID: pdforder

Page 1 of 3
Total Noticed: 4

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 Feb 01, 2025:

Recip ID	Recipient Name and Address
db	+ Fairport Baptist Homes, PO Box 1738, Fairport, NY 14450-7738
	+ Johnston Paper Company, Inc., 2 Eagle Dr., Auburn, NY 13021-8696
pr	+ Thomas H. Poelma, 4646 Nine Mile Point Road, Fairport, NY 14450-1163

TOTAL: 3

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
smg	+ Email/Text: ustpreion02.ro.ecf@usdoj.gov	Jan 30 2025 18:24:00	Office of the U.S. Trustee, 100 State Street, Room 6090, Rochester, NY 14614-1315

TOTAL: 1

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due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.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: Feb 01, 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 30, 2025 at the address(es) listed below:

Name	Email Address
Andrew Layden	on behalf of Interested Party TL Management LLC alayden@bakerlaw.com orlbankruptcy@bakerlaw.com
Andrew Layden	on behalf of Interested Party 4646 Nine Point Road LLC alayden@bakerlaw.com, orlbankruptcy@bakerlaw.com
Andrew C. Helman	on behalf of Plaintiff Official Committee of Unsecured Creditors of Fairport Baptist Homes et al. on behalf of the Debtors

andrew.helman@dentons.com, tiffany.babcock@dentons.com;samantha.hayes@dentons.com

Andrew C. Helman

on behalf of Creditor Committee Official Committee of Unsecured Creditors andrew.helman@dentons.com
tiffany.babcock@dentons.com;samantha.hayes@dentons.com

Andrew Scott Rivera

on behalf of Notice of Appearance Creditor The Nurse Connection Staffing Inc. arivera@bsk.com,
kdoner@bsk.com;CourtMail@bsk.com

Brian Roy

on behalf of Attorney Harris Beach PLLC as attorneys for the Patient Care Ombudsman broy@harrisbeachmurtha.com,
bkemail@harrisbeach.com

Brian Roy

on behalf of Health Care Ombudsman Eric M. Huebscher broy@harrisbeachmurtha.com bkemail@harrisbeach.com

David D. MacKnight

on behalf of Notice of Appearance Creditor Estate of Susan Thrall dmacknight@lacykatzen.com dgray@lacykatzen.com

John A. Mueller

on behalf of Debtor FBH Distinctive Living Communities Inc. jmueller@lippes.com,
jtenczar@lippes.com;mbrennan@lippes.com

John A. Mueller

on behalf of Debtor FBH Community Ministries jmueller@lippes.com jtenczar@lippes.com;mbrennan@lippes.com

John A. Mueller

on behalf of Special Counsel Pullano & Farrow PLLC jmueller@lippes.com jtenczar@lippes.com;mbrennan@lippes.com

John A. Mueller

on behalf of Debtor Fairport Baptist Homes Adult Care Facility Inc. jmueller@lippes.com,
jtenczar@lippes.com;mbrennan@lippes.com

John A. Mueller

on behalf of Debtor Fairport Baptist Homes jmueller@lippes.com jtenczar@lippes.com;mbrennan@lippes.com

John A. Mueller

on behalf of Financial Advisor Meridian Management Partners LLC jmueller@lippes.com,
jtenczar@lippes.com;mbrennan@lippes.com

John A. Mueller

on behalf of Attorney Lippes Mathias LLP jmueller@lippes.com jtenczar@lippes.com;mbrennan@lippes.com

John A. Mueller

on behalf of Accountant Bonadio & Co. LLP jmueller@lippes.com, jtenczar@lippes.com;mbrennan@lippes.com

John Robert Weiss

on behalf of Notice of Appearance Creditor Berkadia Commercial Mortgage LLC jrweiss@duanemorris.com

Joseph W. Allen, 11

USTPRegion02.bu.ecf@usdoj.gov Joseph.W.Allen@usdoj.gov

Kathleen Dunivin Schmitt

USTPRegion02.RO.ECF@USDOJ.GOV

Kelly C. Griffith

on behalf of Health Care Ombudsman Eric M. Huebscher kgriffith@harrisbeach.com
bkemail@harrisbeach.com;efilings@harrisbeach.com

Kevin Michael Capuzzi

on behalf of Defendant Affinity Rehabilitation LLP kcapuzzi@beneschlaw.com
docket2@beneschlaw.com;lmolinaro@beneschlaw.com

Kyle D Smith

on behalf of Plaintiff Official Committee of Unsecured Creditors of Fairport Baptist Homes et al. on behalf of the Debtors
kyle.d.smith@dentons.com

Kyle D Smith

on behalf of Defendant J.T. Mauro Co. Inc. kyle.d.smith@dentons.com

Kyle D Smith

on behalf of Creditor Committee Official Committee of Unsecured Creditors kyle.d.smith@dentons.com

Lauren M. Macksoud

on behalf of Creditor Committee Official Committee of Unsecured Creditors lauren.macksoud@dentons.com

Leigh A. Hoffman

on behalf of Debtor FBH Distinctive Living Communities Inc. lhoffman@lippes.com, kluke@lippes.com;jtenczar@lippes.com

Leigh A. Hoffman

on behalf of Debtor Fairport Baptist Homes Adult Care Facility Inc. lhoffman@lippes.com,
kluke@lippes.com;jtenczar@lippes.com

Leigh A. Hoffman	on behalf of Debtor FBH Community Ministries lhoffman@lippes.com kluke@lippes.com;jtenczar@lippes.com
Leigh A. Hoffman	on behalf of Debtor Fairport Baptist Homes lhoffman@lippes.com kluke@lippes.com;jtenczar@lippes.com
Loren Scolaro	on behalf of Defendant Affinity Rehabilitation LLP lscolaro@beneschlaw.com docket2@beneschlaw.com
Louis J. Testa	on behalf of Notice of Appearance Creditor New York State Workers' Compensation Board louis.testa@ag.ny.gov
Lucien A. Morin, II	on behalf of Notice of Appearance Creditor FBH Caring Ministries Foundation lmorin@mccmlaw.com lmorinzmc@aol.com;jcole@mccmlaw.com;kruegermr74613@notify.bestcase.com
Lucien A. Morin, II	on behalf of Notice of Appearance Creditor The Woodlands At Stonebrook LLC lmorin@mccmlaw.com lmorinzmc@aol.com;jcole@mccmlaw.com;kruegermr74613@notify.bestcase.com
Mark Bruh	on behalf of U.S. Trustee William K. Harrington mark.bruh@usdoj.gov
Mark Bruh	on behalf of Assistant U.S. Trustee Kathleen Dunivin Schmitt mark.bruh@usdoj.gov
Martin A. Mooney	on behalf of Notice of Appearance Creditor New York State Workers' Compensation Board Martin.Mooney@ag.ny.gov kcollins@schillerknapp.com;TJohnson@schillerknapp.com
Martin A. Mooney	on behalf of Respondent New York Stated Department of Health Martin.Mooney@ag.ny.gov kcollins@schillerknapp.com;TJohnson@schillerknapp.com
Matthew Withiam-Leitch	on behalf of Debtor FBH Community Ministries mwithiamleitch@lippes.com
Matthew Withiam-Leitch	on behalf of Debtor Fairport Baptist Homes mwithiamleitch@lippes.com
Matthew Withiam-Leitch	on behalf of Debtor Fairport Baptist Homes Adult Care Facility Inc. mwithiamleitch@lippes.com
Matthew Withiam-Leitch	on behalf of Debtor FBH Distinctive Living Communities Inc. mwithiamleitch@lippes.com
Michael Barrie	on behalf of Defendant Affinity Rehabilitation LLP mbarrie@beneschlaw.com docket2@beneschlaw.com;lmolinaro@beneschlaw.com
Michael Hartman	on behalf of Creditor U.S. Department of Labor hartman.michael@dol.gov
Nicholas Gatto	on behalf of Interested Party Eastside Senior Care Inc. ngatto@hselaw.com
Richard A. Grimm	on behalf of Notice of Appearance Creditor Excellus Health Plan Inc. rgrimm@magavern.com, belmer@magavern.com;dfiorello@magavern.com
Robert Poyer	on behalf of Defendant HealthDirect Institutional Pharmacy Services Inc. rpoier@hancocklaw.com
Robert Poyer	on behalf of Respondent HealthDirect Institutional Pharmacy Services Inc. rpoier@hancocklaw.com
Rosanne Ciambrone	on behalf of Notice of Appearance Creditor Berkadia Commercial Mortgage LLC rciambrone@duanemorris.com
Shannon Anne Scott	on behalf of U.S. Trustee William K. Harrington shannon.scott2@usdoj.gov
Simon J. Torres	on behalf of Notice of Appearance Creditor Pension Benefit Guaranty Corporation torres.simon@pbgc.gov efile@pbgc.gov
Zachary Brandwein	on behalf of Creditor Committee Official Committee of Unsecured Creditors zack.brandwein@dentons.com
Zachary Brandwein	on behalf of Plaintiff Official Committee of Unsecured Creditors of Fairport Baptist Homes et al. on behalf of the Debtors zack.brandwein@dentons.com

TOTAL: 52

**UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF NEW YORK**

In re:

FAIRPORT BAPTIST HOMES, *et al.*,¹

Debtors.

Chapter 11

Case No. 22-20220 (PRW)

(Jointly Administered)

**STIPULATION AND ORDER RESOLVING ADVERSARY PROCEEDING
BETWEEN THE OFFICIAL COMMITTEE OF UNSECURED
CREDITORS AND JOHNSTON PAPER COMPANY, INC.**

The stipulation and agreed-to order (the “Stipulation and Order”) is made and entered into, through counsel, by and among (i) the Official Committee of Unsecured Creditors (the “Committee”) of Fairport Baptist Homes, FBH Community Ministries, and FBH Distinctive Living Communities, Inc. (collectively, the “Debtors”) in the above-captioned jointly administered chapter 11 cases (the “Chapter 11 Cases”); and (ii) Johnston Paper Company, Inc. (the “Defendant”) (together with the Committee, the “Parties”) as of December 11, 2024.

RECITALS

WHEREAS, On May 6, 2022 (the “Petition Date”), the Debtors filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) with the United States Bankruptcy Court for the Western District of New York (the “Court”), commencing these Chapter 11 Cases;

¹ The last four digits of Fairport Baptist Homes’ federal taxpayer identification number are 1870. See 11 U.S.C. § 342(c)(1). The last four digits of Fairport Baptist Homes Adult Care Facility, Inc.’s federal taxpayer identification number are 5832. See *id.* The last four digits of FBH Community Ministries’ federal taxpayer identification number are 5743. See *id.* The last four digits of FBH Distinctive Living Communities, Inc.’s federal taxpayer identification number are 0959. The principal place of business for the Debtors is 4646 Nine Mile Point Road, Fairport, New York 14450, and the Debtors’ mailing address is 4646 Nine Mile Point Road, Fairport NY, 14450.

WHEREAS, on May 1, 2024, the Court entered an order [[Dkt. No. 712](#)] (the “Standing Order”) which among other things, granted the Committee derivative standing to commence prosecute, and resolve any and all claims for the avoidance of transfers made by the Debtors under chapter 5 of the Bankruptcy Code and applicable non-bankruptcy law (the “Avoidance Claims”);

WHEREAS, on or about May 6, 2024, the Committee commenced an adversary proceeding captioned *Official Committee of Unsecured Creditors of Fairport Baptist Homes, et al., on behalf of the Debtors v. Johnston Paper Company, Inc.*, pending before the Court, Adv. Proc. No. 24-02007-PRW, seeking to (i) avoid and recover certain transfers in the amount of \$39,654.13 allegedly made to the Defendant in the ninety days before the Petition Date (the “Preference Period”), pursuant to sections 544, 547, and 550 of the Bankruptcy Code and (ii) disallow any and all claims of the Defendant pursuant to section 502(d) of the Bankruptcy Code;

WHEREAS, subsequent to the filing of the Adversary Proceeding, the Defendant raised certain defenses to the Committee’s Avoidance Claims, including defendants pursuant to section 547(c) of the Bankruptcy Code;

WHEREAS, the Committee disputed, in part, the defenses and alleged that certain transfers during the Preference Period were likely to have been preferential; and

WHEREAS, following substantive settlement negotiations between the Committee and the Defendant, the Committee and the Defendant have agreed to settle the alleged Avoidance Claims on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Committee and the Defendant hereby stipulate and agree as follows:

1. Recitals Incorporated. The foregoing recitals are incorporated herein by reference as if set forth herein.

2. Settlement Payment. Within ten days after the Court approves the Stipulation and Order, the Defendant shall pay to the Debtors' bankruptcy estates a sum of \$5,000.00 (the "Settlement Amount") in full satisfaction of the Avoidance Claims.

3. Waiver of Claims. The Defendant hereby releases, waives, relinquishes and discharges any and all claims and rights to receive distributions from the Debtors' bankruptcy estates.

4. Dismissal of the Adversary Proceeding. Within five business days after the Defendant pays the Settlement Amount as described herein, the Committee shall file a voluntary dismissal of the Adversary Proceeding with prejudice and without costs, and such dismissal shall be binding on the Debtors, the Committee, the Debtors' estates, and any successor in interest thereto.

5. Release by the Estates. Except for the obligations arising under this Stipulation and Order, the Committee, on behalf of the Debtors, its agents, parents, subsidiaries and affiliates, officers, directors, shareholders, predecessors, successors, heirs, assigns and other representatives, hereby releases and forever discharges the Defendant, its present and former employees, officers, directors, members, managers, shareholders, predecessors, successors, attorneys, accountants, financial advisors, heirs, assigns and other representatives from all manner of actions, causes of actions, suits, proceedings, debts, dues, contracts, judgments, damages, claims and demands whatsoever in law or in equity, whether asserted or unasserted, known or unknown, foreseen or unforeseen, now existing, or hereafter arising out of or related to the Adversary Proceeding.

6. Release by the Defendant. Except for the obligations arising under the Stipulation and Order, the Defendant, its agents, parents, subsidiaries and affiliates, officers, directors, shareholders, predecessors, successors, heirs, assigns and other representatives, hereby releases

and forever discharges the Committee and the Debtors, their present and former employees, officers, directors, members, managers, shareholders, predecessors, successors, attorneys, accountants, financial advisors, heirs, assigns and other representatives from all manner of actions, causes of actions, suits, proceedings, debts, dues, contracts, judgments, damages, claims and demands whatsoever in law or in equity, whether asserted or unasserted, known or unknown, foreseen or unforeseen, now existing, or hereafter arising out of or related the Adversary Proceeding.

7. Representations and Warranties. Each of the Parties represents and warrants to the others that it has (i) read and understands the terms of the Stipulation and Order, (ii) entered into the Stipulation and Order for reasons of its own and not based upon representations of any other party hereto, and (iii) has full power and authority to execute and deliver the Stipulation and Order.

8. Legal Fees and Costs. Each of the Parties shall pay its own respective costs and attorneys' fees incurred with respect to the Stipulation and Order, except as permitted pursuant to sections 330 and 331 on the Bankruptcy Code.

9. Applicable Law. The Parties understand and agree that the Stipulation and Order shall be construed under and governed by the laws of the State of New York, exclusive of its choice of law rules.

10. Retention of Jurisdiction. The Court shall retain exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of the Stipulation and Order.

11. Entire Agreement. The Stipulation and Order constitutes the entire agreement with respect to the subject matter addressed herein and supersedes any prior written or oral agreements between the Parties.

12. Amendments. The Stipulation and Order may not be modified orally. The Stipulation and Order may only be modified in a writing signed by all of the Parties.

13. Counterparts and Facsimile or E-mail Signatures. The Stipulation and Order may be executed in counterparts and all such counterparts when so executed shall together constitute the final Stipulation and Order as if one document had been signed by all of the Parties. The Stipulation and Order may be executed by copy transmitted by facsimile or e-mail, and each such copy of a party's signature hereto shall be and constitute an original signature.

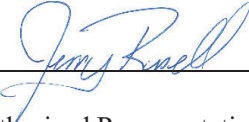
IN WITNESS WHEREOF, the Parties have executed the Stipulation and Order as of the date first written above.

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December 11, 2024

/s/ Andrew C. Helman

Andrew C. Helman (admitted *pro hac vice*)
Kyle D. Smith (admitted *pro hac vice*)
DENTONS BINGHAM
GREENEBAUM LLP
One City Center, Suite 11100
Portland, ME 04101
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/s/ 

Authorized Representative
Johnston Paper Company

and

Lauren M. Macksoud (admitted *pro hac vice*)
DENTONS US LLP
1221 Avenue of the Americas
Ste. 25th Floor
New York, NY 10020
(212) 768-5347
lauren.macksoud@dentons.com

*Counsel for the Official Committee
of Unsecured Creditors*

SO ORDERED:

Dated: January 30, 2025
Rochester, New York

/s/
HONORABLE PAUL R. WARREN
U.S. BANKRUPTCY JUDGE