

ENTERED

March 26, 2025

Nathan Ochsner, Clerk

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISIONIn re INSTANT BRANDS ACQUISITION §
HOLDINGS INC., *et al.*, §

Debtors. §

§ CIVIL ACTION NO. 4:24-CV-847

GUANGDONG MIDEA CONSUMER §
ELECTRIC MANUFACTURING §
COMPANY LIMITED, §

BANKRUPTCY CASE NO. 23-90716

Appellant.

MEMORANDUM OPINION AND ORDER

This is a bankruptcy appeal. The Court will refer to the appellants¹ collectively as “Midea.” The Court will refer to the reorganized debtors² collectively as “Corelle.”

This appeal arises out of the bankruptcy court’s denial of Midea’s objection to Corelle’s reorganization plan. Over the course of several hearings and rounds of briefing, the parties and the bankruptcy court distilled the relevant issues down to the question of whether a group of purchase orders (“the purchase orders”) are divisible from a master supply agreement (“the supply agreement”). The parties presented their arguments to the bankruptcy court based on a stipulated evidentiary record, and the bankruptcy court found

¹ The appellants are GuangDong Midea Consumer Electric Manufacturing Company Limited; FoShan ShunDe Midea Electrical Heating Appliances Manufacturing Company Limited; and Midea Electric Trading (Singapore) Co. Pte Ltd. (Dkt. 9 at p. 10).

² The reorganized debtors are Corelle Brands Acquisition Holdings LLC; Corelle Brands (Texas) Inc.; Corelle Brands Acquisition Intermediate Holdings Inc.; Corelle Brands Holdings Inc.; Corelle Brands (Charleroi) LLC; Corelle Brands LLC; Corelle Brands (Corning) LLC; Corelle Brands (Latin America) LLC; EKCO Group, LLC; EKCO Housewares, Inc.; EKCO Manufacturing of Ohio, Inc.; Corelle Brands (Canada) ULC; Corelle Brands (Canada) Holding ULC; Corelle Brands ULC; and Corelle Brands (GHC) LLC. (Dkt. 29 at p. 2).

that the purchase orders are divisible from the supply agreement. Midea has appealed that determination, and the Court **AFFIRMS** the bankruptcy court's judgment.

I. BACKGROUND

Corelle sells appliances and housewares, and Midea was one of Corelle's third-party suppliers. (Dkt. 10-1 at pp. 87–88, 293). To formalize their relationship, Corelle and Midea entered into the supply agreement, which provided that Corelle would order appliances from Midea by placing purchase orders with Midea. (Dkt. 10-1 at p. 293). As the supply agreement phrased it, each purchase order would “contain, at the minimum, date of order, model number/name, quantity, price (as mutually agreed upon by the parties from time to time), shipment date, and other shipment information that are sufficient for Midea to arrange shipment[:.]”

- 1.1 Customer may place purchase orders via fax, electronic mail and/or in such a manner as mutually agreed. Each purchase order shall contain, at the minimum, date of order, model number/name, quantity, price (as mutually agreed upon by the parties from time to time), shipment date, and other shipment information that are sufficient for Midea to arrange shipment.

Dkt. 10-1 at p. 294.

After receiving the purchase order, Midea could issue an invoice to Corelle based on the information in the purchase order; and the invoice would “become binding on both parties” only if Corelle signed and returned the invoice within the time specified by the invoice (or within five business days if the invoice did not specify a time):

- 1.2 Midea may issue Pro Forma Invoice ("PI") based on purchase order and/or binding forecast issued hereunder. Once Customer signs and returns the PI within the time as required in the PI, or if the PI does not specify a time, within five (5) business days, the PI will become binding on both parties. If Customer fails to sign and return the PI within that time, the PI will not be binding upon both parties.

Dkt. 10-1 at p. 294.

The supply agreement also contained two sets of indemnity provisions. (Dkt. 10-1 at pp. 297–98). Under one set of indemnity provisions, Midea would compensate Corelle for losses caused by certain product recalls. (Dkt. 10-1 at p. 297). Under the other set of indemnity provisions, Midea would obtain a product liability insurance policy and indemnify Corelle against certain product liability claims. (Dkt. 10-1 at p. 298).

Midea and Corelle provided a stipulated evidentiary record to the bankruptcy court that contained “typical examples of” purchase order exchanges between Corelle and Midea. (Dkt. 10-1 at pp. 223–91). The attached examples show that Corelle added its own “Purchase Terms and Conditions” to its purchase orders when it sent those purchase orders to Midea. (Dkt. 10-1 at pp. 261–63). Corelle’s added language provided that, with regard to a particular purchase order, Corelle’s “Purchase Terms and Conditions” would “govern the purchase from [Midea]” of the products listed in the purchase order:

**Order Acknowledgement required to be emailed to buyer's email listed above prior to Purchase Order Processing.
Purchase Order and Line No must appear on all invoices, bills of lading, and packing slips.
Vendor acknowledges and agrees the attached Instant Brands Inc Purchase Terms and Conditions are an integral part hereof, and govern the purchase from Vendor of those products and/or services by Instant Brands Inc reflected under "Material Description" in this Purchase Order.**

Dkt. 10-1 at p. 261.

Listed among Corelle’s “Purchase Terms and Conditions” were broad indemnity provisions requiring Midea to defend and indemnify Corelle against “any claim made by any entity or person” arising out of or relating to the purchase order:

10. INDEMNIFICATION

Vendor agrees to indemnify and defend Instant Brands against, and hold it harmless from, any liability, damage, cost, or expense resulting from any claim made by any entity or person (including the employees and agents of Instant Brands and Vendor) arising out of or relating to products purchase order. Without limitation of the foregoing sentence, Vendor shall indemnify, defend and hold Instant Brands harmless from any third party claims or investigations in connection with a breach by Vendor of any obligation or representation and warranty set forth in Section 9 above.

Dkt. 10-1 at p. 262.

Moreover, in response to one purchase order sent by Corelle, Midea indicated that there would be changes to the look and the price of the ordered items:

Hi Lucy,

The three po's are well received and CRD of 6/6 is confirmed.

For item 112-0168-01 of po#10603077, there are some artwork changes and the price need to be updated. Hardy is checking the new price, and we will keep you posted when it is confirmed.

Best regards,

Jacob Cai 蔡怡宽

Dkt. 10-1 at p. 265.

When Corelle entered bankruptcy proceedings, it sold its appliances business and assigned the supply agreement to the purchaser. (Dkt. 10-1 at pp. 576, 580, 631, 1028). Midea objected to Corelle’s reorganization plan on the ground that the plan improperly attempted to retain indemnification rights for Corelle that should have been transferred with Corelle’s assignment of the supply agreement. (Dkt. 10-1 at pp. 1199–1202). After examining the parties’ briefs and the joint stipulated evidentiary record, the bankruptcy court denied Midea’s objection, finding that “the purchase orders are separable contracts under applicable law, such that the assumption and assignment of the [supply] agreement

did not assume and assign completed purchase orders.” (Dkt. 10-1 at pp. 2082–83). Accordingly, the bankruptcy court continued, “the indemnity provisions remain and they remain with the separable purchase orders.” (Dkt. 10-1 at p. 2083).

Midea appealed, contending that “the Supply Agreement was intended to be, and is, a single indivisible agreement incorporating all purchase orders made thereunder.” (Dkt. 9 at pp. 55–56).

II. APPLICABLE LAW

An appeal to a federal district court from the bankruptcy court “shall be taken in the same manner as appeals in civil proceedings generally are taken to the courts of appeals from the district courts[.]” 28 U.S.C. § 158(c)(2). This Court reviews the bankruptcy court’s legal conclusions *de novo* but may only disregard a fact finding made by the bankruptcy court if that fact finding is clearly erroneous. *In re Perry*, 345 F.3d 303, 309 (5th Cir. 2003). “A factual finding is not clearly erroneous if it is plausible in the light of the record read as a whole.” *In re Ramba, Inc.*, 416 F.3d 394, 402 (5th Cir. 2005). The Fifth Circuit has emphasized that, under the “clearly erroneous” standard, this Court “may [not] weigh the evidence anew” and may only set aside the bankruptcy court’s fact findings if it is “left with the definite and firm conviction that a mistake has been committed.” *In re Perry*, 345 F.3d at 309 (quotation marks omitted); *see also Phillips Petroleum Co. v. Best Oilfield Services, Inc.*, 48 F.3d 913, 915 (5th Cir. 1995) (applying the “clearly erroneous” standard to a district court’s findings of fact after a bench trial on briefs and stipulated facts).

The parties have cited cases from numerous jurisdictions, and they agree that “[t]he pertinent principles of contract law appear to be consistent across jurisdictions.” (Dkt. 9 at p. 40; Dkt. 29 at p. 33). Accordingly, as Texas is the forum state, the Court will apply Texas contract law. *See Schneider National Transport v. Ford Motor Co.*, 280 F.3d 532, 536 (5th Cir. 2002) (“If the laws of the states do not conflict, then no choice-of-law analysis is necessary. Thus, the law of the forum state, Texas, should apply here as there is no conflict between the substantive state law of Texas and Pennsylvania as each requires that insurance contracts, like other contracts, be interpreted according to their plain meaning.”) (citations and quotation marks omitted). “Under Texas law, a contract is divisible, or severable, when one party’s performance consists of more than one distinct and separate item and the price paid by the other party is apportioned to each item.” *Stewart Title Guaranty Co. v. Old Republic National Title Insurance Co.*, 83 F.3d 735, 739 (5th Cir. 1996) (quotation marks and brackets omitted). “If there is a single assent to a whole transaction involving several things, a contract is entire, but if there is a separate assent to each of the several things involved, it is divisible.” *Johnson v. Walker*, 824 S.W.2d 184, 187 (Tex. App.—Fort Worth 1991, no writ).

“No one test or rule of law can be used to ascertain whether a contract is divisible or indivisible.” *Stewart Title*, 83 F.3d at 739. “Determination of the issue depends primarily on the intention of the parties, the subject matter of the agreement, and the conduct of the parties.” *Id.* The intent of the parties is the principal determinant of divisibility; and, if a contract is unambiguous, then its “language alone will generally be deemed to express the intent of the parties.” *Id.* However, even though Texas courts generally look to the parties’

conduct only to resolve an ambiguity in a contract, courts undertaking the divisibility analysis under Texas law examine the parties' conduct even if the contract is unambiguous. *See id.* at 740; *see also Petroleum Exploration International, S.A. v. Canrig Drilling Technologies, Ltd.*, No. 4:08-CV-1283, 2009 WL 4716043 at *2 n.3 (S.D. Tex. Dec. 7, 2009) (noting that, in *Stewart Title*, the Fifth Circuit “analyzed [the] parties’ conduct in determining severability of a contract under Texas law even without a finding of ambiguity”). A finding that a contract is divisible is reviewed for clear error. *See Chapman v. Tyler Bank & Trust Co.*, 396 S.W.2d 143, 147 (Tex. Civ. App.—Tyler 1965, writ ref’d n.r.e.) (“Although the trial court did not specifically find that the ‘Pike’ contract was divisible and a separate contract, the judgment in favor of the Tyler Bank supplied the finding by implication and there being evidence of probative force in support thereof, such implied finding is binding upon the appellate court.”).

III. ANALYSIS

The Court concludes that the bankruptcy court did not clearly err in finding that the purchase orders are divisible from the supply agreement. The supply agreement provides that a purchase order only creates a binding agreement if Midea issues an invoice to Corelle in response to the purchase order and then Corelle signs and returns that invoice within a specified time. (Dkt. 10-1 at p. 294). The contractual language is permissive, not mandatory; Corelle “may” place a purchase order, in response to which Midea “may” issue an invoice. (Dkt. 10-1 at p. 294). The material terms of each purchase—“date of order, model number/name, quantity, price (as mutually agreed upon by the parties from time to time), shipment date, and other shipment information that are sufficient for Midea to

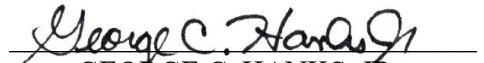
arrange shipment”—are to be provided by the purchase order, not the supply agreement. (Dkt. 10-1 at p. 294). The language of the supply agreement contemplates that the parties will separately assent to each purchase order and invoice.

Moreover, the evidence regarding the parties’ conduct shows that the parties exchanged purchase orders and invoices in a manner indicating a separate assent to each purchase order and invoice. (Dkt. 10-1 at pp. 249–91). The record reflects that Corelle added its own “Purchase Terms and Conditions” to its purchase orders when it sent those purchase orders to Midea. (Dkt. 10-1 at pp. 261–63). The record further reflects that, in response to one purchase order sent by Corelle, Midea indicated that there would be changes to the look and the price of the ordered items. (Dkt. 10-1 at p. 265). The parties’ apparent purchase-order-by-purchase-order contemplation of material terms supports the bankruptcy court’s finding that the purchase orders are divisible from the supply agreement.

IV. CONCLUSION

The Court concludes that the bankruptcy court did not clearly err in finding that the purchase orders are divisible from the supply agreement. Accordingly, the Court **AFFIRMS** the bankruptcy court’s judgment.

SIGNED at Houston, Texas on March 26, 2025.


GEORGE C. HANKS, JR.
UNITED STATES DISTRICT JUDGE

United States Bankruptcy Court
Southern District of Texas

In re:
Instant Brands Acquisition Holdings Inc.
Official Committee Of Unsecured Creditor
Debtors

Case No. 23-90716-mi
Chapter 11

CERTIFICATE OF NOTICE

District/off: 0541-4
Date Rcvd: Mar 26, 2025

User: ADIuser
Form ID: pdf002

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Total Noticed: 52

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.
^	Addresses marked '^' were sent via mandatory electronic bankruptcy noticing pursuant to Fed. R. Bank. P. 9036.
#	Addresses marked '#' were identified by the USPS National Change of Address system as requiring an update. While the notice was still deliverable, the notice recipient was advised to update its address with the court immediately.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Mar 28, 2025:

Recip ID	Recipient Name and Address
db	#+ Corelle Brands (Canada) Inc., 3025 Highland Parkway, Suite 700, Downers Grove, IL 60515-5553
db	Corelle Brands (Charleroi) LLC f/k/a URS-1 (Charle, Downers Grove, IL 60515
db	Corelle Brands (Corning) LLC f/k/a URS-2 (Corning), Downers Grove, IL 60515
db	#+ Corelle Brands (GHC) LLC, 3025 Highland Parkway, Suite 700, Downers Grove, IL 60515-5553
db	#+ Corelle Brands (Latin America) LLC, 3025 Highland Parkway, Suite 700, Downers Grove, IL 60515-5553
db	Corelle Brands Acquisition Holdings LLC f/k/a Inst, Downers Grove, IL
db	Corelle Brands Acquisition Intermediate Holdings I, Downers Grove, IL 60515
db	Corelle Brands Holdings Inc. f/k/a Instant Brands, Downers Grove, IL 60515
db	Corelle Brands LLC f/k/a Instant Brands LLC, Downers Grove, IL 60515
db	#+ EKO Group, LLC, 3025 Highland Parkway, Suite 700, Downers Grove, IL 60515-5553
db	#+ EKO Housewares, Inc., 3025 Highland Parkway, Suite 700, Downers Grove, IL 60515-5553
db	#+ EKO Manufacturing of Ohio, Inc., 3025 Highland Parkway, Suite 700, Downers Grove, IL 60515-5553
db	#+ Instant Brands (Canada) Holding Inc., 3025 Highland Parkway, Suite 700, Downers Grove, IL 60515-5553
db	#+ Instant Brands (Texas) Inc., 3025 Highland Parkway, Suite 700, Downers Grove, IL 60515-5553
db	#+ Instant Brands Acquisition Holdings Inc., 3025 Highland Parkway, Suite 700, Downers Grove, IL 60515-5553
db	#+ Instant Brands Acquisition Intermediate Holdings I, 3025 Highland Parkway, Suite 700, Downers Grove, IL 60515-5553
db	#+ Instant Brands Holdings Inc., 3025 Highland Parkway, Suite 700, Downers Grove, IL 60515-5553
db	#+ Instant Brands, LLC, 3025 Highland Parkway, Suite 700, Downers Grove, IL 60515-5553
db	#+ URS-1 (Charleroi) LLC, 3025 Highland Parkway, Suite 700, Downers Grove, IL 60515-5553
db	#+ URS-2 (Corning) LLC, 3025 Highland Parkway, Suite 700, Downers Grove, IL 60515-5553
dbpos	#+ Corelle Brands Acquisition Holdings LLC, 3025 Highland Parkway, Suite 700, Downers Grove, IL 60515-5553
cr	+ ARC International North America, LLC, Attn: William G. Wright, Esquire, 8000 Midlantic Dr., Suite 300 S, Mt. Laurel, NJ 08054-1526
cr	+ Association of Home Appliance Manufacturers, 1111 19th Street NW, Suite 1150, Washington, DC 20036-3649
cr	+ BlackLine Systems, Inc., Felderstein Fitzgerald Willoughby Pascuz, Felderstein Fitzgerald Willoughby Pascuz, 500 Capitol Mall, Suite 2250, Sacramento, CA 95814-4760
cr	+ Corning Incorporated, Franz Ward LLP, 200 Public Square, Suite 3000, Cleveland, OH 44114-2381
intp	David Cantrelle, New Orleans, LA 70130
cr	+ Elijah, Ltd., c/o Misty A. Segura, Spencer Fane LLP, 3040 Post Oak Blvd., Ste. 1400, Houston, TX 77056-6584
intp	+ FoShan ShunDe Midea Electrical Heating Appliances, c/o Creditors Adjustment Bureau Inc, 4340 Fulton Ave., Third Floor, Sherman Oaks, CA 91423-3925
cr	+ JB Pacific, Inc., c/o Ben L. Aderholt, Coats Rose, P.C., 9 Greenway Plaza, Suite 1000, Houston, TX 77046 UNITED STATES 77046-0900
cr	+ Krauss-Maffei Corporation, 7095 Industrial Road, Florence, KY 41042, UNITED STATES 41042-2930
intp	+ Lifetime Brands, Inc., Cole Schotz P.C., 901 Main Street, Suite 4120, Dallas, TX 75202-3751
intp	#+ Midea, Howley Law PLLC, 711 Louisiana Street, Ste. 1850, Houston, TX 77002, UNITED STATES 77002-2790
cr	+ Reva Coffin, 3812 Center Dr., Parma, OH 44134, UNITED STATES 44134-4622
cr	+ Waste Management, Inc., c/o Chamberlain Hrdlicka, Attn: Bankruptcy Department, 1200 Smith Street, Suite 1400, Houston, TX 77002-4496
cr	+ Zhejiang Tianxi Kitchen Appliance Co., Ltd., c/o Tiffany Strelow Cobb, Vorys, Sater, Seymour and Pease LLP, 52 East Gay Street, Columbus, OH 43215-3161

TOTAL: 35

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.

District/off: 0541-4

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Date Rcvd: Mar 26, 2025

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Recip ID	Notice Type: Email Address	Date/Time	Recipient Name and Address
aty	+ Email/Text: notifications@csrial.com	Mar 26 2025 21:16:00	Bethany G Gingras, Cain & Skarnulis PLLC, 303 Colorado St., Stee 2850, Austin, TX 78701-4653
aty	+ Email/Text: pat@pmfpc.com	Mar 26 2025 21:17:00	United Steel, Paper & Forestry, Rubber, Manufactur, c/o Patrick M. Flynn PC, 1225 North Loop West, Suite 1000, Houston, TX 77008, UNITED STATES 77008-1775
cr	^ MEBN	Mar 26 2025 21:24:56	Constellation NewEnergy, Inc., c/o Law Firm of Russell R. Johnson III., 2258 Wheatlands Drive, Manakin-Sabot, VA 23103, UNITED STATES 23103-2168
op	^ MEBN	Mar 26 2025 21:21:52	Epiq Corporate Restructuring, LLC, 777 Third Ave, New York, NY 10017-1401
cr	+ Email/PDF: acg.acg.ebn@aisinfo.com	Mar 26 2025 21:37:35	Ford Motor Credit Company, LLC, c/o AIS Portfolio, 4515 N Santa Fe Ave. Dept. APS, Oklahoma City, OK 73118-7901
cr	Email/Text: houston_bankruptcy@LGBS.com	Mar 26 2025 21:17:00	Fort Bend County, Linebarger Goggan Blair & Sampson LLP, C/O Tara L. Grundemeier, P.O. Box 3064, Houston, TX 77253-3064
cr	Email/Text: ExternalRecovery@gartner.com	Mar 26 2025 21:15:00	Gartner, Inc., c/o Shipman & Goodwin LLP, One Constitution Plaza, Hartford, CT 06013
cr	Email/Text: houston_bankruptcy@LGBS.com	Mar 26 2025 21:17:00	Harris County, Linebarger Goggan Blair & Sampson LLP, C/O Tara L. Grundemeier, P.O. Box 3064, Houston, TX 77253-3064
cr	^ MEBN	Mar 26 2025 21:15:09	New York State Electric and Gas Corporation, c/o Law Firm of Russell R. Johnson III., 2258 Wheatlands Drive, Manakin-Sabot, VA 23103, UNITED STATES 23103-2168
cr	+ Email/Text: dallas.bankruptcy@LGBS.com	Mar 26 2025 21:17:00	Northwest ISD, Linebarger Goggan Blair & Sampson, LLP, c/o John Kendrick Turner, 2777 N. Stemmons Freeway, Suite 1000, Dallas, TX 75207-2328
cr	+ Email/Text: schristianson@buchalter.com	Mar 26 2025 21:14:00	Oracle America, Inc., Buchalter PC, c/o Shawn M. Christianson, 425 Market St., Suite 2900, San Francisco, Ca 94105-2491
cr	+ Email/Text: bncctnotifications@pbgc.gov	Mar 26 2025 21:14:00	Pension Benefit Guaranty Corporation, Office of the General Counsel, 445 12th Street, SW, Washington, DC 20024-2101
cr	+ Email/Text: bankruptcy@fultonbank.com	Mar 26 2025 21:18:00	SAP America, Inc., Attn: Donald K. Ludman, Esq. and, Julie F. Montgomery, Esq., 6 North Broad Street, Suite 100, Woodbury, NJ 08096, U.S.A. 08096-4635
cr	+ Email/Text: cmartin@simon.com	Mar 26 2025 21:16:00	Simon Property Group, Inc., Attn: Ronald M. Tucker, Esq., 225 West Washington Street, Indianapolis, IN 46204-3438
cr	+ Email/Text: dallas.bankruptcy@LGBS.com	Mar 26 2025 21:17:00	Tarrant County, Linebarger Goggan Blair & Sampson, LLP, c/o John K. Turner, 2777 N Stemmons Frwy Ste 1000, Dallas, TX 75207-2328
cr	^ MEBN	Mar 26 2025 21:18:22	Texas Comptroller of Public Accounts, Revenue Acco, Kimberly A. Walsh, PO Box 12548, Austin, TX 78711-2548
cr	+ Email/Text: bankruptcy@firstenergycorp.com	Mar 26 2025 21:17:00	West Penn Power Company, c/o Law Firm of Russell R. Johnson III., 2258 Wheatlands Drive, Manakin-Sabot, VA 23103, UNITED STATES 23103-2168

TOTAL: 17

District/off: 0541-4

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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.

Recip ID	Bypass Reason	Name and Address
db		Corelle Brands (Texas) Inc. f/k/a Instant Brands (
aty		DLA Piper LLP (US)
cr		Ad Hoc Group of Cossover DIP and Prepetition Term
cr		Ad Hoc Group of Crossover DIP and Prepetition Term
intp		Ad Hoc Group of Unaffiliated Holders of Term Loans
cr		Applied Industrial Technologies, Inc.
cr		BANK OF AMERICA, N.A.
cr		Bank of Montreal
fa		Berkeley Research Group, LLC
cr		Blackbox Studios, Inc.
cr		Brittany Gonzalez
intp		CC KW Co-Invest LP
intp		Centre Lane Partners
cr		Chickasaw Electric Cooperative
cr		Claimants Represented by Heather McIntyre and Jeff
cr		Commission Junction LLC
intp		Conair IB Appliances LLC
intp		Cornell Capital LLC
intp		Cornell Capital Partners LP
intp		Criteo Corp.
cr		DXP Enterprises, Inc., Hicks Law Group PLLC, 325 N. St. Paul St. Suite 4400, Dallas
intp		Dechert LLP
ptcrd		Elsie Wilkerson
cr		FORD MOTOR CREDIT COMPANY LLC
cr		Fifth Third Bank as predecessor in interest to Las
cr		Fisher Scientific Company
intp		GuangDong Midea Consumer Electric Manufacturing Co
intp		Henry Cornell
3pp		Joseph Pennington
intp		Justine Cheng
cr		Korbert Supply Chain US, Inc.
intp		Liberty 3025 Highland LLC
cr		Matrix Antrim Partners LP
cr		Matrix Newburgh I, LLC
cr		Merchandise Mart LLC
ptcrd		Michelle Havens
intp		Midea Electric Trading (Singapore) Co. Pte Ltd.
cr		Oceanwing Service Limited
crem		Official Committee Of Unsecured Creditors
cr		Pancal Sycamore Canyon 257, LLC
cr		RJ Brands, LLC
intp		Rodrigo Bravo
cr		SCMI, Inc.
cr		Salesforce, Inc.
cr		Sebastian Owens
cr		Sudana Abnathya
cr		TOYOTA INDUSTRIES COMMERCIAL FINANCE INC.
cr		United Parcel Service, Inc.
cr		Wintrust Commercial Finance, a division of Wintrus
db	*+	Corelle Brands Acquisition Holdings LLC, 3025 Highland Parkway, Suite 700, Downers Grove, IL 60515-5553
db	*+	Instant Brands Inc., 3025 Highland Parkway, Suite 700, Downers Grove, IL 60515-5553

TOTAL: 49 Undeliverable, 2 Duplicate, 0 Out of date forwarding address

NOTICE CERTIFICATION

I, Gustava Winters, declare under the penalty of perjury that I have sent the attached document to the above listed entities

District/off: 0541-4

User: ADIuser

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Form ID: pdf002

Total Noticed: 52

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: Mar 28, 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 March 26, 2025 at the address(es) listed below:

Name	Email Address
Allan S Brilliant	on behalf of Creditor Ad Hoc Group of Crossover DIP and Prepetition Term Lenders allan.brilliant@dechert.com brett.stone@dechert.com,isaac.stevens@dechert.com,eric.hilmo@dechert.com,karli.wade@dechert.com
Allan S Brilliant	on behalf of Creditor Ad Hoc Group of Cossover DIP and Prepetition Term Lenders allan.brilliant@dechert.com brett.stone@dechert.com,isaac.stevens@dechert.com,eric.hilmo@dechert.com,karli.wade@dechert.com
Amir Isaiah	on behalf of Petitioning Creditor Elsie Wilkerson isaiah@forthepeople.com jbmiller@forthepeople.com;mappel@forthepeople.com
Amir Isaiah	on behalf of Petitioning Creditor Michelle Havens isaiah@forthepeople.com jbmiller@forthepeople.com;mappel@forthepeople.com
Annie E Catmull	on behalf of Creditor Oracle America Inc. aecatmull@o-w-law.com, aecatmull@ecf.courtdrive.com,llumtaciae@gmail.com
Arsalan Muhammad	on behalf of Debtor Instant Brands Holdings Inc. arsalan.muhammad@haynesboone.com kenneth.rusinko@haynesboone.com;jodi.valencia@haynesboone.com
Arsalan Muhammad	on behalf of Debtor Corelle Brands (GHC) LLC arsalan.muhammad@haynesboone.com kenneth.rusinko@haynesboone.com;jodi.valencia@haynesboone.com
Arsalan Muhammad	on behalf of Debtor Instant Brands (Canada) Holding Inc. arsalan.muhammad@haynesboone.com kenneth.rusinko@haynesboone.com;jodi.valencia@haynesboone.com
Arsalan Muhammad	on behalf of Debtor Instant Brands (Texas) Inc. arsalan.muhammad@haynesboone.com kenneth.rusinko@haynesboone.com;jodi.valencia@haynesboone.com
Arsalan Muhammad	on behalf of Debtor URS-1 (Charleroi) LLC arsalan.muhammad@haynesboone.com kenneth.rusinko@haynesboone.com;jodi.valencia@haynesboone.com
Arsalan Muhammad	on behalf of Debtor In Possession Corelle Brands Acquisition Holdings LLC arsalan.muhammad@haynesboone.com kenneth.rusinko@haynesboone.com;jodi.valencia@haynesboone.com
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