

In re:	)	Chapter 11
	)	
AUTO PLUS AUTO SALES LLC,	)	Case No. 23-90055 (CML)
	)	
Wind-Down Debtor. <sup>1</sup>	)	(Formerly Jointly Administered
	)	under Lead Case IEH Auto Parts
	)	Holding LLC, Case No. 23-90054)

Michael D. Warner, solely in his capacity as trustee (the "GUC Trustee") of the Auto Parts GUC Trust, and SHI International Corp. ("SHI," and together with the GUC Trustee, the "Parties"), by and through the undersigned counsel, hereby stipulate and agree as follows:

**WHEREAS**, on January 31, 2023 (the "Petition Date"), IEH Auto Parts Holding LLC and its debtor affiliates (collectively, the "Debtors")<sup>2</sup> filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of Texas (the "Court").

**WHEREAS**, on February 1, 2023, the Court entered an Order [Case No. 23-90054, Dkt. No. 28] authorizing the Debtors to retain Kurtzman Carson Consultants LLC (the "Claims Agent")

<sup>2</sup> The Debtors in these chapter 11 cases, along with the last four digits of each entity's federal tax identification number, are as follows: IEH Auto Parts Holding LLC (6529); AP Acquisition Company Clark LLC (4531); AP Acquisition Company Gordon LLC (5666); AP Acquisition Company Massachusetts LLC (7581); AP Acquisition Company Missouri LLC (7840); AP Acquisition Company New York LLC (7361); AP Acquisition Company North Carolina LLC (N/A); AP Acquisition Company Washington LLC (2773); Auto Plus Auto Sales LLC (6921); IEH AIM LLC (2233); IEH Auto Parts LLC (2066); IEH Auto Parts Puerto Rico, Inc. (4539); and IEH BA LLC (1428).

as claims, noticing, and solicitation agent to, among other things, maintain the official claims register in these bankruptcy cases (the "Claims Register").

**WHEREAS**, on March 13, 2023, the Court entered an Order [Case No. 23-90054, Dkt. No. 222] establishing (i) May 1, 2023, as the deadline for all non-governmental units to file proofs of claim (the "General Bar Date") and (ii) July 31, 2023 as the deadline for all governmental units to file proofs of claim (the "Government Bar Date").

**WHEREAS**, on March 31, 2023, the Debtors filed their respective Schedules of Assets and Liabilities [Case No. 23-90054, Dkt. Nos. 292–304] (the "Bankruptcy Schedules").

**WHEREAS**, on June 16, 2023, the Court entered an Order [Case No. 23-90054, Dkt. No. 749] (the "Confirmation Order") confirming the *Third Amended Combined Disclosure Statement and Joint Plan of Liquidation of IEH Auto Parts Holding LLC and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Case No. 23-90054, Dkt. No. 738] (the "Plan").<sup>3</sup> The Plan became effective on October 6, 2023 (the "Effective Date") [Case No. 23-90054, Dkt. No. 922].

**WHEREAS**, the GUC Trustee has sole authority to object to and reconcile all General Unsecured Claims under the Plan, and the Plan Agent and/or Wind-Down Debtors (as applicable) have authority to object to and reconcile all Non-GUC Claims. *See Plan* at 37, Art. VII.B.1.

**WHEREAS**, on August 10, 2023, the Court entered an Order [Case No. 23-90054, Dkt. No. 850] authorizing the Debtors and their successors, including the GUC Trustee, to file omnibus objections to Claims in accordance with the *Procedures for Filing Omnibus Claims Objections* attached thereto as Exhibit 1 (the "Omnibus Objection Procedures"). Pursuant to the Omnibus Objection Procedures, omnibus objections to Claims constitute separate contested matters under FED. R. BANKR. P. 9014 with respect to each Claim subject to the objection.

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<sup>3</sup> Capitalized terms used but not defined herein shall have the meanings provided in the Plan unless otherwise noted.

**Claims of SHI International Corp.**

**WHEREAS**, the Bankruptcy Schedules list SHI as holding a General Unsecured Claim in the amount of \$435,457.06 (the "Scheduled Claim") [Case No. 23-90054, Dkt. No. 302 (Schedule E/F Line #3.1075); Claims Register ScheduleID #3276863]. The Scheduled Claim is not listed as contingent, disputed, or unliquidated.

**WHEREAS**, on September 13, 2023, SHI filed Proof of Claim No. 732 asserting a General Unsecured Claim in the amount of \$387,875.97 for amounts allegedly owed by the Debtors as of the Petition Date ("Proof of Claim 732").

**WHEREAS**, the GUC Trustee has objected to Proof of Claim No. 732 because it was filed after the General Bar Date. *See GUC Trustee's Third Omnibus Objection to Claims (Untimely Claims)* [Dkt. No. 35]. The GUC Trustee has objected to the Scheduled Claim as being superseded by Proof of Claim No. 732. *See GUC Trustee's Tenth Omnibus Objection to Claims (Superseded Scheduled Claims: Claimants Q-Z)* [Dkt. No. 42].

**WHEREAS**, SHI disputes that the GUC Trustee can prevail, as a matter of law, on his objections to both the Scheduled Claim and Proof of Claim 732.

**WHEREAS**, in order to efficiently resolve this matter without further litigation, and after good faith negotiations at arm's length, the Parties have agreed to resolve all objections to SHI's General Unsecured Claim on the terms set forth herein.

**NOW, THEREFORE, THE PARTIES HEREBY STIPULATE AND AGREE, AND UPON APPROVAL AND ENTRY OF THIS STIPULATION BY THE COURT, IT IS HEREBY ORDERED AS FOLLOWS:**

1. The above recitals are incorporated by reference into this Stipulation and Agreed Order with the same force and effect as if fully set forth hereinafter.
2. SHI's Scheduled Claim is hereby disallowed in its entirety and shall be expunged from the Claims Register.

3. Proof of Claim No. 732 filed by SHI is hereby Allowed as a General Unsecured Claim in the amount of \$387,875.97, which shall be paid in accordance with the terms of the Plan.

4. The Claims Agent is authorized and directed to update the Claims Register to reflect the terms and relief provided in this Stipulation and Agreed Order.

5. The Parties are authorized to take all actions necessary or appropriate to effectuate the terms of the Stipulation and Agreed Order.

6. The terms of this Stipulation and Agreed Order are effective and enforceable immediately upon entry by the Court.

7. This Court retains jurisdiction with respect to all matters arising from or related to this Stipulation and Agreed Order, and the Parties consent to the Court's jurisdiction to resolve any such disputes or controversies.

8. This Stipulation may be executed by electronic means and the printed product of such shall constitute an original of this Stipulation. This Stipulation may be executed and delivered in multiple counterparts, each of which, when so executed and delivered, shall be and constitute an original and one and the same document.

**IT IS SO ORDERED.**

Dated: \_\_\_\_\_, 2024

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CHRISTOPHER M. LOPEZ  
UNITED STATES BANKRUPTCY JUDGE

**AGREED AS TO FORM AND CONTENT:**

Dated: April 3, 2024

/s/ Kyle Woodard  
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