

ENTERED

April 04, 2024

Nathan Ochsner, Clerk

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

In re:

AUTO PLUS AUTO SALES LLC,

Wind-Down Debtor.¹

Chapter 11

Case No. 23-90055 (CML)

(Formerly Jointly Administered
under Lead Case IEH Auto Parts
Holding LLC, Case No. 23-90054)

**STIPULATION AND AGREED ORDER BY AND AMONG
THE GUC TRUSTEE AND MIDSTATE TOOL & SUPPLY, INC.**

Michael D. Warner, solely in his capacity as trustee (the "GUC Trustee") of the Auto Parts GUC Trust, and Midstate Tool & Supply, Inc. ("Midstate," and together with the GUC Trustee, the "Parties") enter this Stipulation and Agreed Order and hereby stipulate and agree as follows:

General Background

WHEREAS, on January 31, 2023 (the "Petition Date"), IEH Auto Parts Holding LLC and its debtor affiliates (collectively, the "Debtors")² filed voluntary petitions for relief under Chapter 11 of 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")

¹ On January 16, 2024, the Court entered a *Final Decree Closing Certain of the Chapter 11 Cases* [Case No. 23-90054, Dkt. No. 1043] closing each Debtor's chapter 11 case except the case of Auto Plus Auto Sales LLC. The Wind-Down Debtor's service address is 5330 Caramel Crest Lane, Charlotte, NC 28226.

² 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 and (ii) July 31, 2023 as the deadline for all governmental units to file proofs of claim.

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] 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").³ The Plan became effective on October 6, 2023 [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.

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

Claims of Midstate Tool & Supply, Inc.

WHEREAS, the Bankruptcy Schedules list Midstate as holding a General Unsecured Claim in the amount of \$36,164.51 [Case No. 23-90054, Dkt. No. 302 (Schedule E/F Line #3.788); Claims Register ScheduleID #3276604] (the "Scheduled Claim").

WHEREAS, on April 28, 2023, Midstate filed Proof of Claim No. 503 ("Claim #503") for amounts allegedly owed by the Debtors as of the Petition Date.

WHEREAS, on March 11, 2024, the GUC Trustee filed the *GUC Trustee's Ninth Omnibus Objection to Claims (Superseded Scheduled Claims: Claimants H-P)* [Case No. 23-90055, Dkt. No. 41] (the "Objection") objecting to the Scheduled Claim as being superseded by Claim #503.

WHEREAS, Midstate filed a Response to the Objection on March 20, 2024 [Case No. 23-90054, Dkt. No. 1063] (the "Response").

WHEREAS, after good faith negotiations at arm's length, the Parties agree to fully resolve the GUC Trustee's Objection and Midstate's Response 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. The Scheduled Claim is hereby disallowed in its entirety and shall be expunged from the Claims Register.
3. This Stipulation and Agreed Order does not in any way affect Claim #503 filed by Midstate; *provided, however*, that Claim #503 shall remain subject in all respects to any other or further objections filed or asserted by the GUC Trustee, the Plan Agent, and/or the Wind-Down Debtors, and Claim #503 shall be allowed or disallowed in accordance with the Plan and the other or further orders of this Court.

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.

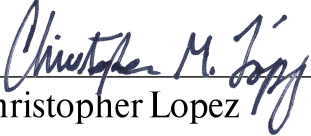
5. The Parties are authorized to take all actions necessary or appropriate to effectuate the terms of the Stipulation and Agreed Order. The terms of this Stipulation and Agreed Order are effective and enforceable immediately upon entry by the Court.

6. 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.

7. 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.

Signed: April 04, 2024




Christopher Lopez
United States Bankruptcy Judge

AGREED AS TO FORM AND CONTENT:

DATED: ~~March~~ ^{April} 3, 2024

/s/ Kyle Woodard
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