### UNITED STATES BANKRUPTCY COURT EASTERN DISTRICT OF MISSOURI SOUTHEASTERN DIVISION

	§	Chapter 11
In re:	§	_
	§	Case No. 20-43597
<b>BRIGGS &amp; STRATTON</b>	§	
CORPORATION, et al.,	§	(Jointly Administered)
	§	
Debtors.	§	
	§	
	§	
	§	

### **CERTIFICATE OF PUBLICATION**

I, Angela M. Nguyen, depose and say that I am employed by Kurtzman Carson Consultants LLC ("KCC"), the claims and noticing agent for the Debtors in the above-captioned case.

On November 16, 2020, the Notice of (I) Order Approving Disclosure Statement; (II) Hearing on Confirmation of Plan; (III) Procedures and Deadline for Objecting to Confirmation of the Plan; and (IV) Procedures and Deadline for Voting on the Plan, as conformed for publication, was published in the New York Times, National Edition, as described in the sworn statement attached hereto as Exhibit A.

Furthermore, on November 17, 2020, the Notice of (I) Order Approving Disclosure Statement; (II) Hearing on Confirmation of Plan; (III) Procedures and Deadline for Objecting to Confirmation of the Plan; and (IV) Procedures and Deadline for Voting on the Plan, as conformed for publication, was published in the St. Louis Dispatch, as verified in the Electronic Tear Sheet attached hereto as Exhibit B.

Dated: November 18, 2020

/s/ Angela M. Nguyen Angela M. Nguyen KCC 222 N Pacific Coast Highway, 3rd Floor El Segundo, CA 90245 Tel 310.823.9000

# Exhibit A



### PROOF OF PUBLICATION

Nov-16, **20**<sup>20</sup>

I, Edgar Noblesala, in my capacity as a Principal Clerk of the Publisher of daily newspaper of general circulation printed and published in the City, County and State of New York, hereby certify that the advertisement annexed hereto was published in the editions of

The New Hork Times

on the following date or dates, to wit on

Nov 16, 2020, NYT & Natl, pg B5

Sworn to me this 16th day of November, 2020

Ellen Herb Notary Public, State of New York No. 01HE6163785 Qualified in New York County Commission Expires April 2, 2023

Ellen Herb

Spr

# 16.5 THE MONTH CHAIL STATES BANKBURY COUNT (COUNT CONTROLLED AND ALL C

# After the Protests: Gaps in Small-Business Insurance

By NELLIE BOWLES

KENOSHA, WIS. - It's a prominent refrain these days from activists in the aftermath of arson and looting: Businesses have insurance. Buildings can be repaired. Broken glass is a small price to pay in a movement for justice.

One new book, "In Defense of Looting," for example, argued that looting was an essential tactic against a racist capitalist society, and a largely victimless crime again, because stores will be made whole through insurance. The top editor of The Philadelphia Inquirer resigned amid an outcry for publishing the headline, "Buildings Matter, Too."

"'People over property' is great as a rhetorical slogan," the paper's architecture critic, Inga Saffron, wrote in that piece. "But as a practical matter, the destruction of downtown buildings in Philadelphia — and in Minneapolis, Los Angeles and a dozen other American cities — is devastating for the future of cities."

On the burned-out blocks hit by unrest since the killing of George Floyd, an unarmed Black man, in Minneapolis in late spring, the reality is complicated. Mr. Floyd's death was the start of months of protests for racial justice led by the Black Lives Matter movement that have left long-term economic damage, especially in lower-income business districts.

While large chains like Walmart and Best Buy have excellent insurance, many small businesses that have been burned down in the riots lack similar coverage. And for them, there is no easy way to replace all that they lost.

In Kenosha, more than 35 small businesses were destroyed, and around 80 were damaged, according to the city's business association. Almost all are locally owned and many are underinsured or struggling to manage.

"It's a common problem, businesses being underinsured, and the consequences can be devastating," said Peter Kochenburger, executive director of the Insurance Law LL.M. Program and a University of Connecticut law professor.

"We can't call corporate," said Ricardo Tagliapietra, who owns three restaurants in Kenosha. "There's no backup."

When people started burning down buildings in Kenosha after the police shooting of Jacob Blake on Aug. 23, Tony Farhan, 36, prayed that his electronics shop would be left alone.

The Farhans have struggled recently. Mr. Farhan, his wife and their four sons moved in with his parents while their savings went to one son's health care. Mr. Farhan's hope for a better life was tied up in the shop. So were many of his family's belongings. They couldn't fit all the clothes and tovs for their boys in his parents' house, so they tucked things away in the shop storage room. "Half my house was in there," said Mr.

Farhan, who grew up in Kenosha. The shop, which sells cellphones, charging cords, headphones and speakers, was looted on the night Mr. Blake was shot and burned the next. So was his brother's shoe and clothing shop next door. The apartment units upstairs burned with them, as did many other buildings in the working-class neighborhood of Uptown Kenosha, a historic and bustling multicultural neighborhood. Weeks later it remained a scene of char and rubble.

They have insurance, though they say it is not enough, and now they are tangling to get the money. But personal items they stored there were not insured. Mr. Farhan does not know how he will replace his children's winter clothes that were at the shop.

"I have no job, and I'm using credit cards," said Mr. Farhan, who is of Palestinian descent. "I'm going into debt, and I just got out of debt."

Mr. Farhan's brother Vinnie, 40, who had the shoe and clothing shop next door, said the logistics of wrestling the insurance companies and restarting his life were overwhelming. "People don't see behind the scenes. I put everything into starting this business.'

In the units above the Farhans' shops, all the tenants made it out alive, but several family pets died in the fires, the brothers said. One upstairs resident started an online fund-raiser the brothers highlighted: "My mom and I lost everything and our 2 cats and now my mom is homeless and I would like to try to raise money to help her with getting a place," the tenant's daughter, Ashley Powell, wrote on the GoFundMe page.

Mr. Farhan, hoping some of the insurance and redevelopment grants will come his way soon, said he recently borrowed \$20,000 to buy a new storefront nearby to start again.

It is unclear if the looters and rioters in this town — or the ones that tore through the commercial districts of Minneapolis, Los Angeles and Chicago — were genuinely committed to the Black Lives Matter movement or just



taking advantage of a chaotic situation after the police shooting of Mr. Blake, which is now being investigated by the U.S. Depart-

ment of Justice.

But the topic is a difficult one to broach even for the riots' victims: Many on the left decry anyone who criticizes looting, arguing that it is a justifiable expression of rage, widely quoting (out of context) the Rev. Dr. Martin Luther King Jr. that "a riot is the language of the unheard.'

At a recent antifa gathering in Portland, Ore., protesters shared literature arguing for the righteousness of property destruction with titles like "Why Break Win-

In a media critique earlier this year published on the website Refinery29, Britni de la Cretaz wrote: "Putting the focus on stealing objects from a store (during a pandemic, no less!) rather than on the injustice behind the looting, the horrific loss of life and racial violence that Black folks live with every day, is sending the message that property matters more than people. It just demonstrates the way that white supremacy sees more value in a TV set than in the life of a Black man."

And Preston Mitchum, an adiunct professor at Georgetown University Law Center, said in an interview: "Businesses will be OK. You can revive a business. You can't bring back people who are killed by the cops.'

Within the argument that looting is a minor issue is the assumption that property owners can easily replace what was lost. But many of the small businesses in Kenosha's lower- and middle-income Uptown neighborhood will not receive enough in insurance proceeds to fully replace destroyed property. And many Kenosha business owners describe the losses in more personal ways.

"We lived here, basically," said Scott Carpenter, the owner of office furniture supply shop B&L Furniture, whose family has run the shop for 40 years and which is just a few blocks away from the Farhans' stores. "It was our home away from home."

It is now burned out, a couple walls still standing around the melted core. The office furniture is gone, of course. And so is the play area in the corner with games and old NASCAR memorabilia he and his father built for local kids. His family owned the building and has insurance, and he estimates the cost to rebuild will be \$1.5 million. He plans on reopening in a rented location four miles away in a neighborhood he thinks is safer.

One pattern that emerged in the aftermath of the riots in Kenosha: Many white-owned businesses like Mr. Carpenter's had better, more comprehensive insurance and records than those owned by people of color, according to several leaders in the business com-

Still, the pain was broadly felt. to replace those broken in the riots (her landlord's insurance is covering it). In the meantime, she estimated she was paying \$800 extra each month to heat the shop, which now lacks proper windows, and she is working all day behind plywood without natural light. So Ms. Tolliver said she was making do with less — cutting back on employee hours and forgoing the new winter uniforms her workers

The night after her shop was broken into, she stayed inside to guard it and watch what was happening. She was shocked, she said, to see so many white protesters destroying property in the name of Black lives. And they seemed to be well-off young people, with little sense of what a storefront means to a family like

"It's some blue-haired, lattedrinking hippie in Seattle coming here to raise hell while they go home to their nice beds," said Ms. Tolliver, who is in her late 50s. 'They don't care about any of us."

Few city leaders fault the business owners for not buying more comprehensive insurance poli-

"Nobody expected this in little Kenosha," said Jennifer Dooley-Hogan, a local marketer who is the president of Downtown Kenosha Inc., which is working to raise \$300,000 in grants to help businesses damaged during the riots.

### A season of downturn and pain

A city of about 100,000 built along Lake Michigan, Kenosha has seen hard times. In 1988, most operations of the local Chrysler plant were shut down, and the city lost 5,500 jobs. But it slowly came back to life, with companies like Haribo candy, Uline shipping specialists and Nexus pharmaceuticals opening or expanding in town.

This summer, Mr. Tagliapietra, the restaurant owner, and his partners had opened a high-end downtown attraction, a symbol of its economic rise: the Apis Hotel and Restaurant, with entrees like coriander braised lamb shoulder (\$20) and raviolo al'uovo (\$18).

Then two forces hit: the pandemic, and the economic damage to the budding hospitality and

PROOFS OF CLAIM BY CREDITORS ON OR BEFORE DECEMBER 15, 2020 AND (II) DEADLINE REQUIRING FILING OF PROOFS OF CLAIM BY GOVERNMENTAL

PLEASE IAME NOTICE THAT the united States Bankruptcy Court for the Southern District of New York (the "Court") has entered an order (the "Bar Date Order") requiring that each person or entity ("Claimants") holding or wishing to assert a claim against any of the Debtors that arose prior to July 28, 2020 (the "Petfiction Date"), including any administrative expense claims arising under section 503(b)(9) of the Bankruptcy Code

Mulino USA, LLC, 43-2041682, 20-11724 (MG); IM LLC — II, 20-0122613, 20-11725 (MG); IMNYL, LLC, 20-0119805, 20-11726 (MG); IM NY, Florida, LLC, 20-2919385, 20-11727 (MG); IM NY, Florida, LLC, 20-2919385, 20-11727 (MG); IM NY, Puerto Rico, LLC, 20-2920901, 20-11728 (MG); IMNY AC, LLC, 26-0325082, 20-11729 (MG); IM Products,

UNITS ON OR BEFORE JANUARY 25, 2021
PLEASE TAKE NOTICE THAT the United States Bankruptcy C

Tony Farhan's Kenosha electronics shop was looted and burned in the violence after the police shooting of Jacob Blake in August. Insurance will not cover all that was lost. Left, the Car Source used car lot.

shopping district.

On Aug. 23, Mr. Blake was shot by a white officer. The video showed the officer shooting him in the back seven times as he got into his car. News spread that he had been trying to break up a fight and that he was unarmed. The facts that ultimately emerged about the encounter were more complex, but the viral video of the shooting was damning. Another unarmed Black man had been attacked by the police.

Kenosha erupted. That night, antiracism protests turned into riots that lasted for days.

The city's lower- and middleclass business owners were ultimately hit harder than the more affluent. When the riots started on a Sunday night, Kenosha's wealthier and whiter Downtown organized quickly to board up the storefronts, thanks to a longstanding tight-knit business association. By the next morning at 7, hundreds of volunteers were gathering with hammers and nails. Those who couldn't hammer came with water and sandwiches. Several shops had already been looted and damaged. But mostly, the area was protected.

Uptown Kenosha, a less affluent area, did not have a well-resourced tight-knit business association. Many shop owners could not afford to buy the plywood boards to protect their businesses in time, though Downtown quickly came to help both financially and physically with volunteers. Still, block after block burned over the course of the week. Protests continued long after the nights of fire and looting, but they became more quiet and peaceful. Now, old exterior walls of stores still stand uptown, but inside many shops are just piles of bricks, melted plastic and twisted

This is why the insurance question is key.

One company that became an iconic local scene of the destruction is Car Source, which sells used cars. Some 140 vehicles in its lot were destroyed by arson. The family that owns the lot, of Indian descent, estimates the damage at \$2.5 million. They have been fighting with their insurer, which initially attempted to classify the damage as the result of a domestic terrorism incident - an event not covered by their plan, said Anmol Khindri, whose family owns the business. Most of their business records were destroyed in the fire, and many of the car VIN numbers were burned off, making it hard to prove how much was lost. The

family hired a lawyer to help (the lawyer takes a percentage of whatever is paid out).

"I'm keeping my expectations low," Mr. Khindri said. "I'm already broke. I've got no money. It's been total loss. Even many of the businesses

with good insurance will not be able to rebuild without outside donations or loans.

"There's a huge divide between the replacement cost and the insured cost," said Heather Wessling Grosz, the vice president of the Kenosha Area Business Alliance. "The ability to replace those buildings on those blocks will be very difficult. It is out of reach for most of them."

Many small businesses choose insurance that covers the cash value of their building or products rather than the actual replacement cost, which can be considerably higher.

"Let's say you have a 10-yearold washing machine, and maybe it was \$500 to buy and a new one would cost \$600, but it's depreciated, so now it would have a value of \$50," said Mr. Kochenburger, the insurance law professor. you're not getting either the cost you paid for it or what it would

cost to replace it. That's what hap-

"It costs more to get replacement coverage, so this issue is going to bear more of an impact on lower-income folks where every dime really counts, and they opted for the less expensive plan," Mr. Kochenburger said. "It is not intuitive how this works."

The government is sending \$4 million in aid to be distributed by the Kenosha Area Business Association, but the city's Fire Department estimates that damages from the late August riots are \$11 million. Local accountants are volunteering to help business owners navigate the daunting insurance bureaucracy.

"Larger businesses have risk managers who tell them exactly what type of coverage to buy, what the risks are, what liability insurance to have," said Loretta Worters, a vice president at the Insurance Information Institute, a nonprofit industry association. "A small business has to be their own risk manager, and they don't know the right stuff, and that's a big problem."

The Rev. Jonathan Barker, who is a pastor at Grace Lutheran Church, said the riots hit Kenosha's most vulnerable population. And he added that they tapped into an existing racial tension in the neighborhood.

Although there are many Black residents, most of the shops are owned by Middle Eastern, Asian and Latino families.

Some businesses will never bounce back, said Mr. Tagliapietra, who has been involved in citywide discussions on redevelopment. He has seen plans to fully redevelop Uptown and the surrounding area, an idea that existed before the riots but which now is more feasible.

"When you look at Uptown, no matter how it gets rebuilt, businesses there are never going to be able to afford it again," he said. "It's instant gentrification."

Nowadays, at the Uptown site where the Farhans had their shops, there are just high piles of charred objects and melted plastic: cellphone cases, electronics cords, appliances and brightly colored pieces of children's clothing sticking out among piles of blackened wood and bricks.

At the Car Source lot, the vehicles are now just rusted pieces of metal, with seats burned through to their frames. On the hood of four cars, someone has written in graffiti: Black — Lives — Matter

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MISSOURI, SOUTHEASTERN DIVISION

Hearing Date: December 18,2020 Hearing Time: 9:00 a.m. (Central Time)
Hearing Location: Courtroom 5 North, 1115.10th St., St. Louis, M0 63102

Heaning Location: Courtroom's now in 113, Young Lightensymbol (Yes)
NOTICE OF (I) ORDER APPROVING DISCLOSURE
STATEMENT; (II) HEARING ON CONFIRMATION OF PLAN;
(III) PROCEDURES AND DEADLINE FOR OBJECTING TO
CONFIRMATION OF THE PLAN; AND (IV) PROCEDURES

CONFIRMATION OF THE PLAN; AND (IV) PROCEDURES AND DEADLINE FOR VOTING ON THE PLAN
PLEASETAKE NOTICE that:

1. Approval of Disclosure Statement. On November 10, 2020, the United States Bankruptcy Court for the Eastern District of Missouric (the "Bankruptcy Court") entered the Order (I) Approving Disclosure Statement; (II) Establishing Notice and Objection Procedures for Ordinary on Procedures for Distribution Thereof; (IV) Approving Solicitation Packages and Procedures for Distribution Thereof; (IV) Approving Solicitation Packages and Procedures for Joint Chapter 11 Plan of Briggs & Stratton Corporation and its Affiliated Debtors (Is at may be further amended, modified and supplemented, the "Disclosure Statement") [Docket No. 1227], filed by Briggs & Stratton Corporation and its Affiliated Debtors (IV) Approving the Amended Disclosure Statement") [Docket No. 1227], filed by Briggs & Stratton Corporation and its Affiliated Debtors (IV) Approving the Debt

C. Access to the Disclosurs Statement. the Plan and the Order

2. Access to the Disclosurs Statement. the Plan and the Order
the Order five of charge at http://www.dock.cla.cet/filings. in addition,
the Order five of charge at http://www.dock.cla.cet/filings. in addition,
the Disclosure Statement, the Plan and the Order are not less than the Disclosure Statement, the Plan and the Order are not less than the Statement of the Order and may be reviewed by accessing the Bankruptcy
Court's webbet at a titus/power. In the Octar's webbet and the Order are not less than the Order and the Ord

WILL BE BARRED FROM OBJECTING TO CONFIRMATION OF THE PLAN, AND THE OBJECTING PARTY WILL NOT BE HEARD AT THE

§ (Jointly Administered) 5:00 p.m.(Central Time) as the last day to submit a written ballot to accept or reject the Plan (the "Voting Deadline"). The ballots must be delivered Objections Due: December 11,2020 to and actually received by the Voting Agent by no later than 5:00 p.m. (Central Time) on or before December 11, 2020 at either of the following addresses: If by standard or overnight mail or hand delivery: Briggs Ballot Processing Center, c/o KC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; If by e-balloting portal: Visit http://www.kc.lic.net/briggs.click on the "Submit eBallot" link and following the instructions

ass	Designation	Treatment	Entitled to Vote		
a)	General Unsecured Claims against BSC	Impaired	Yes		
b)	General Unsecured Claims against BGI	Impaired	Yes		
(c)	General Unsecured Claims against ABI	Impaired	Yes		
d)	General Unsecured Claims against BSI	Impaired	Yes		
e)	General Unsecured Claims against BST	Impaired	Yes		

9. Parties in Interest Not Entitled to Vote. The following hold ers of Claims and Interests are not entitled to vote on the plan: (A) hold ers of unimpaired Claims that are presumed to accept the Plan (Classe 1(a) through 1(e) — Priority Tax Claims against each Debtor, Classes 2(a) through 2(e) — Priority Non-Tax Claims against each Debtor, and Classes 3(a) through 3(e) — Other Secured Claims against each Debtor); and (B) holders of impaired Claims or Interests that are deemed to reject the Plan (Classes 5(a) through 5(e) — Subordinated Securities Claims against each Debtor, Classes 6(a) through 6(d) — Intercompany Interests in each

10. Notice of Non-Votina Status. Pursuant to the Order, holders o Claims and Interests in Classes 1(a) through 1(e), 2(a) through 2(e), 3(a) through 3(a), and 5(a) through 5(e), 6(a) through 6(d) and 7(a) will receive

a Notice of Non-Voting Status.

11. \*\*Claims Disailwood for Voting Purposes.\*\* If a Claim is listed in the Schedules as contingent, unliquidated, disputed, in the amount of \$0.00, or unknown, and a proof of Claim was not (I) filed by the applicable bar

I THE VOTING AGENT TO CONFIRMATION OF THE PLAN IS NOT FILED

AND SERVED STRICTLY AS PRESCRIBED HEREIN, IT MAY NOT BE

CONSIDERED BY THE BANKRUPTCY COURT, THE OBJECTING PARTY

LEGAL ADVICE.

20-11728 (MG); IMNY AC, LLC, 26-0325082, 20-11729 (MG); IM Products, LLC, 20-2610303, 20-11730 (MG); IM Long Island Restaurant Group, LLC, 20-1051623, 20-11731 (MG); IM Long Island, LLC, 20-1051488, 20-11732 (MG); IM Franchise, LLC, 20-2750565, 20-11733 (MG); IM G\* Street Holdings, LLC, 48-4859997, 20-117734 (MG); IM Broadway, LLC, 46-5124335, 20-11735 (MG); IMNY Hamptons, LLC, 82-3940423, 20-11736 (MG); IMPayroll, LLC, 46-3050807, 20-11778 (MG) PLEASE TAKE FURTHER MOTICE that each proof of claim form must specifically set forth the full name and proper chapter 11 case number of the Debtor against which such claim is asserted. At the local used tire shop, the owner, Linda Tolliver, who is white, is waiting for new windows

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK
In re: K.G.IM, LLC, et al., Dehotos. (Jointly Administered) NOTICE OF (I) DEADLINE REQUIRING FILING OF

If you have a Prepetition Claim against more than one Debtor, you MUST file a separate proof of claim against each Debtor against which you assert a claim. You SHOULD NOT include claims against more than one Debtor on a single proof of claim form.

PLEASE TAKE FURTHER NOTICE that each proof of claim must be filed, including supporting documentation, by U.S. mail, overnight delivery or other hand delivery system, so as to be actually received on or before the applicable bar date in accordance with the Bar Date Order by Omin Agent Solutions, 5955 De Soto Avenue, Suite 100, Woodland Hills, CA 91367. Alternatively, proofs of claim may be submitted electronically through the electronic filing system available at <a href="https://omniagentsolutions.com/ilmulion/">https://omniagentsolutions.com/ilmulion/</a> proofs of claim may not be delivered by facsimile, telecopy, or electronic mail transmission.

PLEASE TAKE FURTHER NOTICE THAT IF ANY CREDITOR THAT IS NOT EXEMPTED FROM THE REQUIREMENT TO FILE A PROOF OF CLAIM AND THAT FALLS TO FILE A PROOF OF CLAIM NON OR BEFORE DECEMBER 13, 2020 (OR AINUARY 25, 2021, IN THE CASE OF GOVERNMENTAL UNITS) ON ACCOUNT OF ANY PREPETITION CLAIM SUCH CREDITOR HOLDS OR WISHES TO ASSEAT AGAINST ANY OF THE DEBTORS, THEN SUCH CREDITOR SHALL NOT BE PERMITTED TO VOTE ON ANY PLAN FOR THE DEBTORS OF ARRICIPARE IN ANY DISTRIBUTION IN THE DEBTORS' CHAPTER 11 CASESON ACCOUNT OF SUCH CLAIM.

Questions concerning the contents of this Notice and requests for copies of filed proofs of claim should be directed to Omnia 1866-771-0561 or for international calls at 818-528-5953. Please note that neither Omnis Staff nor counsel to the Debtors are permitted to give you legal advice. You should consult your own attorney for assistance regarding any other inquiries, such as questions concerning the completion or filing of a proof of claim. A holder of a potential Prepetition Claim against the Debtors should consult an attorney regarding any other inquiries, such as questions concerning the completion or filing expense claims arising under section 503(fb)(9) of the Bankrupto; Code (the "Prepetition Claims") file a proof of claim against any of the Debtors listed below (collectively, the "Debtors") on or before (f) 5:00 p.m. (prevailing Eastern Time) on December 15, 2020 (the "General Bar Date"); or (fi) 5:00 p.m. (prevailing Eastern Time) on January 25, 2021 for holders of Prepetition Claims that are governmental units as defined in section 101(27) of the Bankruptcy Code (the "Governmental Unit Bar Date," together with the General Bar Date, the "Bar Date". A copy of the Bar Date Order is available free of charge at <a href="https://omniagentsolutions.com/llmulinor for a feevia PACER at <a href="https://omniagentsolutions.com/llmulinor for faevia PACER at <a href="https://o BY ORDER OF THE COURT

Dated: November 11, 2020 New York, New York

Counsel to the Debtors and Debtors in Possession. ALSTON & BIRD LLP. Gerard S. Catalanello, William Hao, 90 Park Avenue, New York, NY 10016,

# Exhibit B

# Temporary Missouri Botanical Garden visitors center opens

white and clear glass Dale

hangs in the atrium will be

removed, cleaned and hung

will stay there at least into

The glass curtain wall

at the rear of the new

and faces the historic brick

home is found.

BY VALERIE SCHREMP HAHN St. Louis Post-Dispatch

Visitors to the Missouri Botanical Garden will get a peek at the new, temporary \$92 million Jack C. Taylor Visitor Center project.

The temporary visitors center at the east end of the gardens opened Friday and will eventually serve

In re: BRIGGS & STRATTON §
CORPORATION, et al., §
Debtors. §

UNITED STATES BANKRUPTCY COURT

EASTERN DISTRICT OF MISSOURI, SOUTHEASTERN DIVISION

NOTICE OF (I) ORDER APPROVING DISCLOSURE STATEMENT;

(II) HEARING ON CONFIRMATION OF PLAN; (III) PROCEDURES AND DEADLINE FOR OBJECTING TO CONFIRMATION OF THE PLAN; AND

(IV) PROCEDURES AND DEADLINE FOR VOTING ON THE PLAN

review the Disclosure Statement, the Plan and the Order, free of charge at <a href="http://www.kccllc.net/Briggs">http://www.kccllc.net/Briggs</a>. In addition, the Disclosure Statement, the Plan and the Order are on file with the Bankrupty Court's website at <a href="https://www.mosb.uscourts.gov/">https://www.mosb.uscourts.gov/</a>. A login and password to the Court's Public Access to Electronic

accordance with Bankruptcy Rule 3017(a) and Local Rule 3017(B), upon written request to the Debtors'Voting Agent, Kurtzman Carson Consultants LLC (the "Voting Agent"), the Debtors will provide, at no charge to the requesting party, copies of the Disclosure Statement, the Plan, or the Order. Such requests shall be made to the Voting Agent at the following address or e-mail: Hby standard or overnight mail or hand delivery: Briggs Ballot Processing Center, c/o KCC, 222

n the United States Bankruptcy Court for the Eastern District of Missouri, 5th Floor, North Courtroom, Thomas F. Eagleton United States Courthouse, 111 South Tenth Street, St. Louis,

Courtnoom, Thomas F. Eagleton United States Courthouse, 111 South Tenth Street, St. Louis, Missouri. The Confirmation Hearing may be continued from time to time without further notice other than the announcement by the Debtors at the Confirmation Hearing or any continued hearing or as indicated in any notice of agenda for matters scheduled for hearing filed by the Debtors with the Bankruptcy Court, and the Plan may be amended or modified, finecessary, prior to, during, or as a result of the Confirmation Hearing, without further notice to interested parties.

4. \*\*Objection Deadline\*\* Pursuant to Local Relue 300(A) of the Local Rules Plankruptcy Procedure for the Eastern District of Missouri (the "Local Rules"), the Order establishes December 11, 2020 at 5:00 pm. (Central Time) (the "Objection Deadline") as the last day for filing and serving written objections to confirmation of the Plan.

5. Upgecums of the Common State the name and address of the objecting party and the amount and nature of the Claim or Interest of such party;
(c) state with particularity the basis and nature of any objection;
(d) conform to the Federal Rules of Bankrupty Procedure (the "Bankrupty Rules") and the local Rules;

6. Pursuant to Local Rule 3020(A), objections to confirmation of the Plan must also be

erved on (i) the plan proponent, (ii) any parties on the Local Rule 9013-3(D) Master Service List,

and (iii) any entity making a written request. In accordance with Local Rule 3020(A), objections

must be served on the following parties: (i) **Debtors:** Briggs & Stratton Corporation, *et al., c*/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, California

90245; (ii) *Office of the U.S. Trustee*: Office of the U.S. Trustee for the Eastern District of Missouri

111 South 10th Street, Suite 6.353, St. Louis, Missouri 63102, Attn: Sirena T. Wilson, Esq., Email:

sirena.wilson@usdoj.gov; (iii) **Attorneys to the Debtors:** Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, New York 10153, Attn: Ronit J. Berkovich, Esq., Debora A. Hoehne, Esq.,

Martha E. Martir, Esq., Email: ronit.berkovich@weil.com, debora.hoehne@weil.com, martha

martir@weil.com; (iv) **Attorneys to the Debtors**: Carmody MacDonald P.C., 120 S Central Ave, #1800, Clayton, Missouri 63105, Attn: Robert E. Eggmann, Esq., Christopher J. Lawhom, Esq., Thomas H. Riske, Esq., Email: ree@carmodymacdonald.com, cj@carmodymacdonald.com,

hr@carmodymacdonald.com; (v) Attorneys to the Creditors' Committee: Brown Rudnick

NEASINGE LANGER, SQ., ETRAIN, SWINGTOWN OF THE PLAN IS NOT FILED AND SERVED STRICTLY IS PRESCRIBED HEREIN, IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT, THE

Chapter 11

Case No. 20-43597-399 (Jointly Administered)

Objections Due: December 11, 2020 Hearing Date: December 18, 2020 Hearing Time: 9:00 a.m. (Central Time) om 5 North, 111 S. 10th St., St. Louis, MO 63102

space when the project is to 20 months. finished in 2022. The garden broke ground on the project in February.

visitors center, part of the with a ticket counter, gift completed first phase of a shop, ventilation system, a grab-and-go cafe and bathrooms. And while the of the project, which will space looks finished (no tents or portable bathrooms here) those parts are temporary, serving those ters, a gift shop, offices and as a ballroom and meeting functions for the next 18 a restaurant.

The signature atrium building at the garden entrance at 4344 Shaw Bou-The space is equipped levard, called the Ridgway Center, faces the wrecking ball in late January. In its place will rise phase two ultimately serve as the building that will contain permanent ticketing coun-

> OBJECTING PARTY WILL BE BARRED FROM OBJECTING TO CONFIRMATION OF THE PLAN, AND THE OBJECTING PARTY WILL NOT BE HEARD AT THE CONFIRMATION HEARING Voting Deadline. The Order establishes December 11, 2020 at 5:00 p.m. (Centra

> Time) as the last day to submit a written ballot to accept or reject the Plan (the "Votin ). The ballots must be delivered to and actually received by the Voting Agent by n ater than 5:00 p.m. (Central Time) on or before December 11, 2020 at either of the follo addresses: If by standard or overnight mail or hand delivery: Briggs Ballot Processin Center, c/o KC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; If by e-ballotin portal: Visit <a href="https://www.kccilc.net/briggs">https://www.kccilc.net/briggs</a>, dick on the "Submit eBallot" link and following the instructions set forth on the website.

8. Voting Record Date. Holders of Claims against the Debtors in the following Classes as November 9, 2020 are entitled to vote on the Plan: Designation Treatment | Entitled to Vote General Unsecured Claims against BSC Impaired
General Unsecured Claims against BGI Impaired
General Unsecured Claims against ABI Impaired
General Unsecured Claims against ABI Impaired General Unsecured Claims against BSI | Impaired 4(e) General Unsecured Claims against BST | Impaired

Parties in Interest Not Entitled to Vote. The following holders of Claims and Intere re not entitled to vote on the plan: (A) holders of unimpaired Claims that are presumed to

(IV) PROCEDURES AND DEADLINE FOR VOTING ON THE PLAN
PLEASETAKE NOTICE that:

1. Approval of Disclosure Statement. On November 10, 2020, the United States
Bankruptcy Court for the Eastern District of Missouri (the "Bankruptcy Court") entered the
Order (I) Approving Disclosure Statement; (II) Establishing Notice and Objection Procedures
for Confirmation of Plan; (III) Approving Solicitation Packages and Procedures for Institution
Thereof; (IV) Approving the Form of Ballots and Establishing Procedures for Voting on the Plan; and
(V) Granting Related Relief [Docket th. 0.123] (the "Order"), approving the Amended Disclosure
Statement for Joint Chapter 11 Plan of Briggs & Stratton Corporation and its Affiliated Debtors (as it
may be further amended, modified and supplemented, the "Disclosure Statement") [Docket
No. 1227], filed by Briggs & Stratton Corporation and its debtor affiliates, as debtors and debtors
in possession in the above-captioned chapter 11 cases (Collectively, the "Debtors"), for use by
the Debtors in soliciting acceptances or rejections of the Amended Joint Chapter 11 Plan of Briggs
& Stratton Corporation and its Affiliated Debtors (Docket No. 1226), filed November 9, 2020, (as it
may be further amended, modified, and supplemented, the "Plan"), from holders of impaired
claims against the Debtors (each, as defined in the Plan), who are (or may be) entitled to receive
distributions under the Plan.

2. Furrues in interests not entitled to Vote. The tollowing holders of Claims and Interests are not entitled to vote on the plan: (A) holders of unimpaired Claims that are presumed to accept the Plan (Classes 1(a) through 1(e) — Priority Tax Claims against each Debtor, Classes (2a) through 2(e) — Priority Non-Tax Claims against each Debtor, and Classes (3a) through 3(e) — Other Secured Claims against each Debtor), and (B) holders of impaired Claims or Interests that are deemed to reject the Plan (Classes 5(a) through 5(e) — Subordinated Securities Claims against each Debtor, Classes (3a) through 3(e) — Intercompany Interests in each Debtor, and Class 7(a) — Equity Interests in BSC.

10. Notice of Non-Voting Status. Pursuant to the Order, holders of Claims and Interests in Classes 1(a) through 1(e), 2(a) through 2(e), 3(a) through 3(a), and 5(a) through 5(e), 6(a) through 6(d) and 7(a) will receive a Notice of Non-Voting Status.

11. Claim Stallowed for Voting Purposes. If a Claim is listed in the Schedules as contingent, unliquidated, disputed, in the amount of 50.00, or unknown, and a proof of Claims as not (i) fleed by the applicable bar date for the filing of proofs of Claims established by the Court or (ii) deemed timely filed by an order of the Court prior to the Voting Deadline, unless the Debtors have consented in writing, such Claim shall not be entitled to vote on account of such Claim. If a Claim has been paid in full prior to the Record Date, and so the value of the claim is 50.00 as of the Record Date, the holder of such Claim shall not be entitled to vote on account of such Claim. Court Records ("PACER") are required to access the information on the Court's website and can be obtained through the PACER Service Center at <a href="https://www.pacer.psc.uscourts.gov">www.pacer.psc.uscourts.gov</a>). Copies of the Disclosure Statement, the Plan and the Order may also be examined by interested parties during normal business hours at the office of the Clerk of the Bankruptcy Court. Furthermore, in

Such claim.

12. Challenging the Allowance of a Claim for Voting Purposes. Paragraph 16 of the Order establishes certain procedures for voting and ballot tabulation purposes. If any holder of a Claim seeks to challenge the allowance (or disallowance) of its Claim for voting purposes accordance with the procedures, the Debtors request that the Court direct such creditor to serve on the Debtors and file with the Court a motion for an order pursuant to Bankruptcy Rule 3018(a) And the construction of the Plan will be held on **December 18, 2020 at 9:00 a.m. (Central Time**), Rule 3018(a) Motion, such holder's Ballot should not be counted unless temporarily allowing such Claim in a different amount for purposes of voting to accept or reject to the Plan (a" **Rule 3018(a) Motion**") by **December 1, 2020.** If a holder of a Claim files a timely the Plan (a" **Rule 3018(a) Motion**") by **December 1, 2020.** If a holder of a Claim files a timely such Claim in a different amount for purposes of voting to accept or reject to the Plan (a" **Rule 3018(a) Motion**") by **December 1, 2020.** If a holder of a Claim files a timely such Claim in a different amount for purposes of voting to accept or reject to the Plan (a" **Rule 3018(a) Motion**, such holder's Ballot should not be counted unless temporarily allowing such Claim in a different amount for purposes of voting to accept or reject to the Plan (a" **Rule 3018(a) Motion**") by **December 1, 2020.** If a holder of a Claim files a timely such Claim in a different amount for purposes of voting to accept or reject to the Plan (a" **Rule 3018(a) Motion**") by **December 1, 2020.** If a holder of a Claim files a timely such Claim in a different amount for purposes of voting to accept or reject to the Plan (a" **Rule 3018(a) Motion**, such holder's Ballot should not be counted unless temporarily allowing such Claim in a different amount for purposes of voting to accept or reject to the Plan (a" **Rule 3018(a) Motion**") by **December 1, 2020.** If a holder of a Claim files a timely such claim in a different amount for purposes of voting to accept or reject to ac the Court for voting purposes, after notice and a hearing, pursuant to an order entered by th

> 13. Classification and Treatment. A chart summarizing the treatment provided by the Plan to each class of Claims and Interests is included in section I.D of the Disclosure Statement. 14. **Releases by Holders of Claims and Interests**. Please be advised that under the Pla the following holders of Claims or Interests are deemed to have granted the releases contain Section 10.6 of the Plan:

(a) the Creditors' Committee and each of its members in their capacity as such (b) all holders of Claims who are entitled to vote on the Plan and vote to accept the Plan

(c) all holders of Claims who (i) are entitled to vote on the Plan and abstain from voting of the Plan or (ii) vote to reject the Plan and, in either case, do not elect to exercise their right,

the Plan or (ii) vote to reject the Plan and, in either case, do not elect to exercise their right, as provided in the Ballot, to opt-out of granting the releases set forth in this Section 10.6; (d) all holders of Claims who are deemed to accept or reject the Plan, are provided with a notice of non-voting status providing them with the right to opt-out of the releases contained in this Section 10.6, and do not elect to exercise such right; (e) with respect to any Person or Entity in the foregoing clauses (a) through (d), such entity's predecessors, successors, suscessors, subsidiaries, affiliates, managed accounts or funds, managed controlled by such Entity and all Person entitled to assert Claims through or on behalf of such Persons or Entities solely with respect to the matters for which the Beleasing Parties are providing releases to the extent such Person or Entity would be obligated to release under principles of agency if it were so directed by the applicable Person or Entity in clauses (a) through (d).

ELECTION TO WITHHOLD CONSENT TO THE RELEASES CONTAINED IN THE PLAN IS AT THE OPTION OF THE CLAIM OR INTEREST HOLDER. HOLDERS OF CLAIMS ENTITLED TO WOTE MAY "OPT-OUT" OF THE RELEASES ON THEIR BALLOTS, BUT ONLY IF SUCH HOLDERS DO (0) Combine of the Coale Market He Local Rules;

(e) be filed with the Bankruptcy Court (i) by registered users of the Bankruptcy Court's case filing system, electronically in accordance with the Bankruptcy Rules and the Local Rules and (ii) by all other parties in interest, in writing with the United States Bankruptcy Court Clerk's Office, 1115. 10th Street, 4th Floor, 5t. Louis, Missouri 63 102; and

(f) he filed and served so as to be received no later than the Objection Deadline by the Court MAY "OPT-OUT" OF THE RELEASES ON THEIR BALLOTS, BUT ONLY IF SUCH HOLDERS OO NOT VOTE TO ACCEPT THE PLAN. HOLDERS OF CLAIMS AND INTERESTS NOT ENTITLED TO VOTE MAY SUBMIT AN OPT-OUT FORM TO OPT-OUT OF THE RELEASES, AS DESCRIBED IN

MORE DETAIL IN THE NOTICE OF NON-VOTING STATUS. regarding injunction, exculpation and releases by the Debtors that may affect your rights, such

s those set forth in Sections 10.4 through 10.11 of the Plan. 16. Executory Contracts and Unexpired Leases. Pursuant to the Plan, as of and subject to the occurrence of the Effective Date (as defined in the Plan), all executory contracts and unexpired leases to which any of the Debtors are parties shall be deemed rejected, unless such executory contract or unexpired lease (i) was previously assumed or rejected by the Debtors pursuant to an order of the Bankruptcy Court; (ii) previously expired or terminated pursuant to is own terms or by agreement of the parties thereto; (iii) is the subject of a motion to assuming the bettors on or before the Confirmation Date (as defined in the Plan); or (iv) is identified in Section 8.3 of the Plan.

ided by the Declary of Declar the Commination Date (as Bellinea in the Frain), of Write (destribed in Section 8.3 of the Plan. 17. Additional Hormation. Any party in interest wishing to obtain information about the solicitation procedures should contact the Voting Agent by telephone at (866) 544-7045 (U.S./Canada) or (781) 575-2084 (International) or by e-mail at <a href="http://www.kcclk.net/Briggss">http://www.kcclk.net/Briggss</a> tme/carmodymaconala.com/; (v) Aromey's to the Creditors Committee: Brown Rudnick
LP, Times Square, New York, 1903, 64th::Special Starts, Esq., Oksane Flashko, Esq.,
Andrew M. Carty, Esq., Email::rstark@brownrudnick.com, olashko@brownrudnick.com, acarty@
brownrudnick.com; and (vi) Attorneys to the Creditors' Committee: Doster Ullom & Boyle, LLC,
16150 Main Circle Dive, Suite 250, Chesterfield, Nissouri 63017, Attin. Gregory D. Willard, Esq.,
Alexander L. Moen, Esq., Email::gwillard@dublic.com, amoen@dublic.

ter comes down, the blue, The project has run Chihuly sculpture that

smoothly and on time, despite the pandemic and a week or so of heavy rain inside the Climatron. It this summer. "The objective was to see

2022 until a permanent what we could to do keep operations as normal as possible in the timeframe the building is going up," space gives a hint as to said Vickie Campbell, the the bright, open style of garden's vice president of the entire building. The visitor operations. "We're window looks over a plaza extremely pleased."

The building that will go Linnean House. The plaza up in the next phase will will eventually be repaved be more complicated. The and serve as an outdoor permanent mechanical

Before the Ridgway Cen- eating area and gathering system will go into the new building, and the building itself is more complex, said Paul Brockmann, the senior vice president of general services.

> Visitors coming to the gardens during the evening Garden Glow will still enter through the Ridgway Center, and exit through the temporary visitor's center, enabling the garden to keep guests moving on a oneway path to stay within city pandemic guidelines.

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**COLTER PETERSON**, CPETERSON@POST-DISPATCH.COM

Senior Vice President of General Services Paul Brockmann, left, and Vickie Campbell, vice president of visitor operations, on Monday walk through the new, temporary visitor center at the Missouri Botanical Garden in St. Louis. The new Jack C. Taylor Visitor Center is scheduled to open in June 2022. The Ridgway Visitor Center, slated to be demolished in late January, is still being used for the Garden Glow event, which runs through Jan. 2.



The new Missouri **Botanical** Garden visitor center is scheduled to open in June 2022. This is a view from the north parking lot. MISSOURI BOTANICAL

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