

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF CONNECTICUT  
HARTFORD DIVISION

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In re:	:	
	:	
	:	Chapter 11
OLD CP, INC., <i>et al.</i> , <sup>1</sup>	:	
	:	Case No. 21-20111 JJT
	:	
Debtors.	:	(Jointly Administered)
	:	

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**FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER CONFIRMING  
FIRST AMENDED JOINT CHAPTER 11 PLAN OF LIQUIDATION OF THE DEBTORS**

This matter coming before the Court on the *First Amended Joint Chapter 11 Plan of Liquidation of the Debtors* [Docket No. 801] (as further modified, amended, and/or supplemented from time to time, the “Plan”), a copy of which is annexed hereto as **Exhibit A** (this “Confirmation Order”).<sup>2</sup> In support of the Plan, the Debtors, the Official Committee of Unsecured Creditors for Carla’s Pasta, Inc. (the “Committee”), and Peoples United Bank, as lender and as Agent, and BMO Harris Bank (together, the “Lenders” and together with the Debtors and Committee, the “Plan Sponsors”) having:

- i. filed, *Debtors’ Motion to Approve (I) Disclosure Statement for Debtors’ Chapter 11 Plan of Liquidation; (II) Solicitation, Voting, and Balloting Procedures; (III) Procedures Relating To Plan Confirmation; and (IV) Other Relief Relating to Plan Solicitation And Plan Confirmation Process* [Docket No. 668];
- ii. filed, *First Amended Disclosure Statement for the First Amended Plan of Joint Chapter 11 Plan of Liquidation of the Debtors* [Docket No. 802] (the “Disclosure Statement”);

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<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are Old CP, Inc. (5847) and Suri Realty, LLC (5847). The Debtors' corporate headquarters and service address is 50 Talbot Lane, South Windsor, Connecticut 06074.

<sup>2</sup> Unless otherwise noted, capitalized terms used but not defined herein shall have the meanings ascribed to them in the Plan. The rules of interpretation set forth in the Plan shall apply to this Confirmation Order.

- iii. obtained approval, on June 22, 2021, of the Disclosure Statement by that certain *Order Approving (I) First Amended Disclosure Statement for the First Amended Joint Chapter 11 Plan of Liquidation of the Debtors; (II) Solicitation, Voting, and Balloting Procedures; (III) Procedures Relating to Plan Confirmation; and (IV) Other Relief Relating to Plan Solicitation and Plan Confirmation Process* [Docket No. 836] (the “Solicitation Procedures Order”), approving, among other things, solicitation procedures (the “Solicitation Procedures”) and certain solicitation materials including notices, and Ballots (collectively, the “Solicitation Package”) for soliciting votes with respect to the Plan;
- iv. obtained approval for Stretto (the “Balloting Agent”), on or before June 23, 2021, to distribute the Solicitation Packages consistent with the Bankruptcy Code, the Bankruptcy Rules, and the Solicitation Procedures Order, as evidenced by the Affidavit of Service of Solicitation Materials, filed on June 25, 2021 [Docket No. 862] (the “Stretto Solicitation Declaration”);
- v. filed, on July 15, 2021, the *Notice of Filing First Plan Supplement* [Docket No. 959] (the “First Plan Supplement”);
- vi. filed, on July 23, 2021, the *Notice of Filing Second Plan Supplement* [Docket No. 959] (the “Second Plan Supplement” and together with the First Plan Supplement, the “Plan Supplements”);
- vii. caused to be filed, on July 23, 2021, the *Certification of Geoffry J. Anfuso of Stretto Regarding Voting Tabulation of Ballots Cast on the First Amended Joint Chapter 11 Plan of Liquidation of the Debtors*, detailing the Plan voting results with respect to all Classes of Claims [Docket No. 1007] (the “Ballot Report”);
- viii. filed, on July 23, 2021, the *Declaration of Joseph Nappi in Support of Confirmation of the First Amended Joint Chapter 11 Plan of Liquidation of the Debtors* [Docket No. 1010] (the “Nappi Declaration”);
- ix. filed, on July 23, 2021, the proposed *Confirmation Order*;
- x. filed, on July 27, 2021, the *Declaration of Jon Gasior in Support of Plan Confirmation* [Docket No. 1022] (the “Gasior Declaration”);
- xi. filed, on July 27, 2021, the *Declaration of Honor S. Heath on Behalf of the Official Committee of Unsecured Creditors in Support of Confirmation of First Amended Joint Chapter 11 Plan of Liquidation of the Debtors* [Docket No. 1024] (the “Heath Declaration”); and
- xii. filed, on July 26, 2021, the *Plan Sponsors’ (I) Memorandum of Law in Support of Confirmation of the First Amended Joint Chapter 11 Plan of Liquidation of the Debtors, and (II) Omnibus Response to Objections* [Docket No. 1019] (the “Confirmation Brief”).

This Court having conducted the Confirmation Hearing on July 28, 2021 [and July 29, 2021]; and the Court having reviewed and considered the Ballot Report, the Confirmation Brief, the Nappi Declaration, the Gasior Declaration, and the Heath Declaration; the Court having overruled any and all objections remaining at the Confirmation Hearing, and all statements and reservations of rights not consensually resolved or withdrawn unless otherwise indicated; the evidence and testimony presented at the Confirmation Hearing, exhibits, records, and any remaining objections and arguments of counsel presented at the Confirmation Hearing; and taken judicial notice of the papers and pleadings filed in the Chapter 11 Cases.

NOW, THEREFORE, it appearing to the Court that notice of the Confirmation Hearing and the opportunity for any party in interest to object to Confirmation have been adequate and appropriate as to all Entities affected or to be affected by the Plan and the transactions contemplated thereby, and the legal and factual bases set forth in the documents filed in support of Confirmation and presented at the Confirmation Hearing establish just cause for the relief granted herein; and after due deliberation thereon and good cause appearing therefore, the Court hereby makes and issues the following findings of fact, conclusions of law, and orders:

### **FINDINGS OF FACT AND CONCLUSIONS OF LAW**

THE COURT HEREBY FINDS AND DETERMINES THAT:

#### **1. Findings and Conclusions**

A. The findings and conclusions set forth herein and on the record of the Confirmation Hearing constitute the Bankruptcy Court's findings of fact and conclusions of law pursuant to Rule 52 of the Federal Rules of Civil Procedure, as made applicable herein by Bankruptcy Rules 7052 and 9014. To the extent any of the following findings of fact constitute conclusions of law, they

are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

**2. Jurisdiction and Venue**

B. Venue is proper in this District pursuant to 28 U.S.C. §§ 1408 and 1409. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). The Court has subject matter jurisdiction over this matter pursuant to 28 U.S.C. § 1334 and has exclusive jurisdiction to determine whether the Plan complies with the applicable provisions of the Bankruptcy Code and should be confirmed.

**3. Commencement of the Chapter 11 Cases**

C. On October 29, 2020, an involuntary petition for relief under chapter 7 of the Bankruptcy Code was filed against Suri. *See* Case No. 20-21270 at Dkt. No. 1. An order converting the involuntary chapter 7 bankruptcy case to a voluntary case under chapter 11 of the Bankruptcy Code was entered on December 17, 2020. *See* Case No. 20-21270 at Dkt. No. 30 (the “Suri Chapter 11 Case”).

D. On February 8, 2021 (the “Petition Date”), Carla’s Pasta commenced this case by filing a voluntary petition for relief under chapter 11 of the Bankruptcy Code (“Carla’s Pasta’s Chapter 11 Case”, and together with the Suri Chapter 11 Case, the “Chapter 11 Cases”).

E. The Debtors have operated their business and managed their property as Debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in the Chapter 11 Cases. The Debtors were and are qualified to be Debtors under section 109 of the Bankruptcy Code.

F. On February 18, 2021, the Office of the United States Trustee appointed an Official Committee of Unsecured Creditors in the Carla’s Pasta Chapter 11 Case (the “Committee”).

**4. Modifications to the Plan**

G. Any modifications to the Plan described or set forth herein constitute technical changes or changes with respect to particular Claims by agreement with holders of such Claims, and do not materially or adversely affect or change the treatment of any Claims or Equity Interests. Pursuant to Bankruptcy Rule 3019, these modifications do not require additional disclosure under section 1125 of the Bankruptcy Code or the resolicitation of votes under section 1126 of the Bankruptcy Code, nor do they require that the holders of Claims or Equity Interests be afforded an opportunity to change previously cast acceptances or rejections of the Plan.

**5. Judicial Notice**

H. The Court takes judicial notice of (and deems admitted into evidence for Confirmation of the Plan) the docket of the Chapter 11 Cases, including all pleadings and other documents on file, all orders entered, all hearing transcripts, and all evidence and arguments made, proffered, or adduced at the hearings held before this Court during the pendency of the Chapter 11 Cases. Any resolutions of objections to Confirmation explained on the record at the Confirmation Hearing are hereby incorporated by reference. All unresolved objections, statements, and reservations of rights are overruled on the merits.

**6. Notices**

I. As evidenced by the Stretto Solicitation Declaration, due, timely, proper, and adequate notice of the Plan, Disclosure Statement, and the Confirmation Hearing, together with the Voting Deadline and Plan Objection Deadline, has been provided to: (i) Adrienne K. Walker and Brian A. Raynor, counsel to the Debtors; (ii) the Office of the United States Trustee, Attn: Steven Mackey; (iii) Jeffrey Sklarz, Lawrence Grossman, and Kellianne Baranowsky, Green & Sklarz, counsel to the Committee; (iv) Scott Rosen, Esq., Cohn Birnbaum & Shea, P.C., counsel

to People's United Bank, N.A. as Administrative Agent, and senior secured lender; (v) Mia D'Andrea, Chapman and Cutler LLP, counsel to BMO Harris Bank, N.A, as senior secured lender; (vi) all entities that are a party to executory contracts and unexpired leases with the Debtors; (vii) all known creditors of the Debtors; (viii) all entities that are party to litigation with the Debtors, if any; (ix) all former employees (terminated within prior two (2) year period), directors, and officers (to the extent that contact information for former employees is available in the Debtors' records), (x) Occupational Safety and Health Administration (OSHA) and the Department of Labor; (xi); all regulatory authorities that regulate the Debtors' businesses; (xii) the office of the Attorney General for the State of Connecticut; (xiii) all taxing authorities for the jurisdictions in which the Debtors maintained or conducted business, including the Town of South Windsor; and (xiv) all parties who filed a request for service of notices under Bankruptcy Rule 2002 on or before the entry of this Order. Such notice was adequate and sufficient based upon the facts and circumstances of these Chapter 11 Cases and pursuant to section 1128 of the Bankruptcy Code, Bankruptcy Rules 2002 and 3020, and other applicable law and rules, and no other or further notice is or shall be required.

**COMPLIANCE WITH THE SOLICITATION  
PROCEDURES ORDER AND THE BANKRUPTCY CODE**

**7. Adequacy of Solicitation**

J. Votes for acceptance or rejection of the Plan were solicited in good faith and in compliance with sections 1125 and 1126 of the Bankruptcy Code, Bankruptcy Rules 3017 and 3018, the Disclosure Statement, the Solicitation Procedures Order, all other applicable provisions of the Bankruptcy Code, and all other applicable rules, laws, and regulations. Specifically, the Solicitation Package approved by the Court in the Solicitation Procedures Order (including the Disclosure Statement, the Plan, the appropriate Ballots, and the related notices) were transmitted

to and served on all holders of Claims in Classes that were entitled to vote on the Plan and relevant portions of the Solicitation Package were transmitted to and served on other parties in interest in the Chapter 11 Cases. Transmittal and service was adequate and sufficient, and no further notice is necessary or required or shall be required. Additionally, holders of Claims and Equity Interests and other potential parties in interest that were not entitled to vote on the Plan were provided with non-voting materials approved by the Court (including notice of the Confirmation Hearing) in accordance with the Solicitation Procedures Order. All procedures used to distribute the Solicitation Package to holders of Claims were fair and conducted in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and all other applicable rules, laws, and regulations.

**8. Good Faith Solicitation**

K. Based on the record before the Bankruptcy Court in these Chapter 11 Cases, the Plan Sponsors and their successors, predecessors, partners, representatives, control persons, members, officers, directors, employees, agents and their respective attorneys and other advisors (i) have acted in “good faith” within the meaning of section 1125(e) of the Bankruptcy Code in compliance with the applicable provisions of the Bankruptcy Code, Bankruptcy Rules, the Local Rules, and any applicable non-bankruptcy law, rule, or regulation governing the adequacy of disclosure in connection with all their respective activities relating to the solicitation of votes on the Plan and their participation in the activities described in section 1125 of the Bankruptcy Code, and (ii) shall be deemed to have participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code and will not be liable at any time for the violation of any applicable law, rule or regulation governing the solicitation of acceptances or rejections of the Plan, and are entitled to the protections afforded by section 1125(e) of the Bankruptcy Code and,

to the extent such parties are listed therein, the exculpation provisions set forth in Article IX of the Plan.

## **9. Plan Supplements**

L. On July 15, 2021 the Plan Sponsors filed the First Plan Supplement. On July 23, 2021, the Plan Sponsors filed the Second Plan Supplement. Copies of such documents were served on all necessary parties and posted at the Balloting Agent's authorized website, pursuant to and under the Solicitation Procedures Order. The Plan Supplements comply with the terms of the Plan, and the filing and notice of such document was good and proper in accordance with the Bankruptcy Code, the Bankruptcy Rules, and the Solicitation Procedures Order, and no other or further notice is or shall be required.

## **10. Ballot Report**

M. On July 23, 2021, the Balloting Agent filed the Ballot Report with the Court. All procedures used to tabulate the Ballots were fair and conducted in accordance with the Solicitation Procedures Order, the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and all other applicable rules, laws, and regulations.

N. As set forth in the Plan and Disclosure Statement, only holders of Claims in Class 1, Class 3, Class 1A, and Class 3A are eligible to vote on the Plan pursuant to the Solicitation Procedures Order. Holders of Claims in Class 2 and Class 2A are Unimpaired and, thus, conclusively deemed to accept the Plan. Holders of Claims in Class 4A and Equity Interests in Class 4 and Class 5A are Impaired and will not receive a Distribution under the Plan and, thus, conclusively deemed to reject the Plan (the "Deemed Rejecting Classes"). As evidenced by the Ballot Report, holders of Claims in each of the following Classes are impaired, eligible to vote on the Plan, and voted to accept the Plan (collectively, the "Impaired Accepting Classes"):

<b>Class</b>	<b>Claims</b>	<b>% of Voting Creditors Accepting</b>	<b>% of Claim Amount Accepting</b>
<b>1</b>	Lenders' Secured Claim against CPI	<b>100%</b>	<b>100%</b>
<b>3</b>	General Unsecured Claims against CPI	<b>95.7%</b>	<b>99.9%</b>
<b>1A</b>	Lenders' Secured Claim against Suri	<b>100%</b>	<b>100%</b>
<b>3A</b>	The Dennis Group Claim	<b>100%</b>	<b>100%</b>

O. Based on the foregoing, at least one Impaired Class of Claims has voted to accept the Plan in accordance with the requirements of sections 1124 and 1126 of the Bankruptcy Code.

**11. Bankruptcy Rule 3016**

P. The Plan is dated and identifies the Entity submitting and filing it, thereby satisfying Bankruptcy Rule 3016(a). The filing of the Disclosure Statement satisfies Bankruptcy Rule 3016(b). The exculpation and injunctions under the Plan are described in specific and conspicuous language that satisfies Bankruptcy Rule 3016(c).

**12. Burden of Proof**

Q. The Plan Sponsors, as the proponents of the Plan, (a) have met the burden of proving the requisite elements of section 1129(a) and 1129(b) of the Bankruptcy Code by the applicable evidentiary standard for Confirmation, and (b) have proven the elements of section 1129(a) and 1129(b) of the Bankruptcy Code by a preponderance of the evidence.

**COMPLIANCE WITH THE REQUIREMENTS  
OF SECTION 1129 OF THE BANKRUPTCY CODE**

**13. Plan Compliance with the Bankruptcy Code 11 U.S.C. § 1129(a)(1)**

R. The Plan complies with all applicable provisions of the Bankruptcy Code as required by section 1129(a)(1) of the Bankruptcy Code, including sections 1122 and 1123 of the Bankruptcy Code, as follows:

(i) **Proper Classification (11 U.S.C. §§ 1122, 1123(a)(1))**. The classification of Claims and Equity Interests under the Plan is proper under the Bankruptcy Code. Pursuant to sections 1122(a) and 1123(a)(1) of the Bankruptcy Code, Article III of the Plan provides for the separate classification of Claims and Equity Interests into nine (9) Classes, based on differences in the legal nature or priority of such Claims and Equity Interests. Valid business, factual, and legal reasons exist for the separate classification of the various Classes of Claims and Equity Interests created under the Plan. Further, the classifications were not done for any improper purpose and the creation of such Classes does not discriminate unfairly between or among holders of Claims or Equity Interests. In accordance with section 1122(a) of the Bankruptcy Code, each Class of Claims and Equity Interests contains only Claims or Equity Interests that are substantially similar to the other Claims or Equity Interests within that Class. Additionally, Article II of the Plan specifies that Administrative Claims, PACA Trust Claims, Professional Fee Claims, Priority Non-Tax Claims and Priority Tax Claims are Unimpaired, however, these Claims are not classified under the Plan (collectively, the “Unclassified Claims”) pursuant to section 1123(a)(1) of the Bankruptcy Code. Accordingly, the requirements of sections 1122(a), 1122(b), and 1123(a)(1) of the Bankruptcy Code are satisfied.

(ii) **Unimpaired Classes Specified (11 U.S.C. § 1123(a)(2))**. Article III of the Plan specifies that Claims in Class 2 and Class 2A are Unimpaired under the Plan. Accordingly, the requirements of section 1123(a)(2) of the Bankruptcy Code are satisfied.

(iii) **Specified Treatment of Impaired Classes (11 U.S.C. § 1123(a)(3))**. Article III of the Plan specifies the treatment of each Impaired Class and Equity Interests under the Plan, including Class 1, Class 3, Class 4, Class 1A, Class 3A, Class 4A, and Class 5A. Accordingly, the requirements of section 1123(a)(3) of the Bankruptcy Code are satisfied.

(iv) **No Discrimination (11 U.S.C. § 1123(a)(4))**. In accordance with section 1123(a)(4) of the Bankruptcy Code, Article III of the Plan provides for the same treatment of each Claim or Interest in a particular Class, as the case may be, unless the holder of a particular Claim or Interest has agreed to a less favorable treatment with respect to such Claim or Interest. Accordingly, the requirements of section 1123(a)(4) of the Bankruptcy Code are satisfied.

(v) **Implementation of the Plan (11 U.S.C. § 1123(a)(5))**. Pursuant to section 1123(a)(5) of the Bankruptcy Code, Article IV of the Plan and various other provisions of the Plan specifically provide, in sufficient detail, adequate, and proper means for the implementation of the Plan, including, among other things: (a) the funding of the Plan; (b) the appointment of the Liquidating Custodian, (c) the governance and winding down of the Debtors' estates, and (d) retention and treatment of the causes of action that may contribute to the funding of the Plan. Accordingly, the requirements of section 1123(a)(5) of the Bankruptcy Code are satisfied.

(vi) **Non-Voting Equity Securities/Allocation of Voting Power (11 U.S.C. § 1123(a)(6))**. Section 1123(a)(6) of the Bankruptcy Code is inapplicable to these Chapter 11 Cases because, among other things, the Debtors are liquidating and will not issue equity securities.

(vii) **Designation of Directors and Officers (11 U.S.C. § 1123(a)(7))**. The Plan complies with section 1123(a)(7) of the Bankruptcy Code, regarding the selection of the Liquidating Custodian under the Plan and any successor thereto, because the selection of the Liquidating Custodian in place of directors and officers has been accomplished in a fair and reasonable manner, and consistent with public policy. Accordingly, the requirements of section 1123(a)(7) of the Bankruptcy Code have been satisfied.

(viii) **Earnings from Personal Services (11 U.S.C. § 1123(a)(8))**. Section 1123(a)(8) of the Bankruptcy Code applies only to individual debtors and is not applicable to these Chapter 11 Cases.

(ix) **Discretionary and Additional Plan Provisions (11 U.S.C. § 1123(b))**. The Plan contains various provisions that may be construed as discretionary but are not required for confirmation under the Bankruptcy Code. As set forth below, such discretionary provisions comply with section 1123(b) of the Bankruptcy Code and are not inconsistent with the applicable provisions of the Bankruptcy Code. As a result, the requirements of section 1123(b) of the Bankruptcy Code are satisfied.

(x) **Unimpaired Claims and Assumed Contracts (11 U.S. C. § 1123(b)(2))**. Pursuant to section 1123(b)(1) and (b)(2) of the Bankruptcy Code, respectively, Article III of the Plan impairs or leaves unimpaired, as the case may be, each class of claims. Further, Article VII of the Plan provides for the assumption or rejection of executory contracts and unexpired leases of the Debtors not previously assumed, assumed and assigned, or rejected pursuant to section 365 of the Bankruptcy Code and applicable orders of the Court.

(xi) **Preservation of Claims and Causes of Action (11 U.S. C. § 1123(b)(3)).**

The Plan provides for the retention of Causes of Action not expressly settled or released under the Plan. Thus, the Plan satisfies the requirements of section 1123(b)(3) of the Bankruptcy Code.

(xii) **Modification of Rights (11 U.S.C. § 1123(b)(5)).** As permitted by section 1123(b)(5) of the Bankruptcy Code, the Plan modifies the rights of Holders of Claims and Equity Interests in Class 1, Class 3, Class 4, Class 1A, Class 3A, Class 4A, and Class 5A.

**14. Exculpation and Injunctions under the Plan (11 U.S.C. § 1123(b)(6))**

S. **Exculpation.** The exculpation provisions set forth in Article X of the Plan are essential to the Plan. The record in these Chapter 11 Cases fully supports the exculpation provisions set forth in Article X of the Plan and the exculpation provisions are appropriately tailored to protect the Exculpated Parties from inappropriate litigation.

T. **Injunction.** The injunction provisions set forth in Article X of the Plan are essential to the Plan and are necessary to preserve and enforce the exculpation provisions in Article X of the Plan, and are narrowly tailored to achieve that purpose.

U. The exculpation and injunction provisions set forth in the Plan: (i) are within the jurisdiction of the Court under 28 U.S.C. § 1334(a), 1334(b), and 1334(d); (ii) are essential to implementing the Plan pursuant to section 1123(a)(6) of the Bankruptcy Code; (iii) are integral elements of the transactions incorporated into the Plan; (iv) confer material benefits on, and are in the best Equity Interests of, the Debtors, their Estates, and holders of Claims; (v) are important to the overall objectives of the Plan; and (vi) are consistent with sections 105, 1123, and 1129 of the Bankruptcy Code and other applicable law, including other applicable provisions of the Bankruptcy Code. The record of the Confirmation Hearing and the Chapter 11 Cases is sufficient to support the exculpation and injunction provisions contained in Article X of the Plan.

**15. Compliance with the Bankruptcy Code (11 U.S.C. § 1129(a)(2))**

V. The Plan Sponsors, as the proponents of the Plan, have complied with all applicable provisions of the Bankruptcy Code as required by section 1129(a)(2) of the Bankruptcy Code, including sections 1122, 1123, 1124, 1125, 1126, and 1128 of the Bankruptcy Code and Bankruptcy Rules 2002, 3017, 3018, and 3019.

W. Neither the Plan Sponsors nor their respective present and former members, officers, directors, employees, representatives, advisors, attorneys, professionals, affiliates, and agents solicited the acceptance or rejection of the Plan by any holders of Claims or Equity Interests prior to the approval and transmission of the Disclosure Statement. Votes to accept or reject the Plan were solicited by the Plan Sponsors and their respective agents after the Court approved the adequacy of the Disclosure Statement pursuant to section 1125(a) of the Bankruptcy Code. Accordingly, the requirements of section 1129(a)(2) of the Bankruptcy Code are satisfied.

**16. Plan Proposed in Good Faith (11 U.S.C. § 1129(a)(3))**

X. The Plan Sponsors have proposed the Plan in good faith and not by any means forbidden by law. In determining that the Plan has been proposed in good faith, the Court has examined the totality of the circumstances surrounding the filing of the Chapter 11 Cases, the Plan itself, and the process leading to its formulation. The Plan Sponsors' good faith is evident from the facts and records of the Chapter 11 Cases, the Disclosure Statement and the hearing thereon, the Confirmation Brief, the Nappi Declaration, the Gasior Declaration, the Heath Declaration, the record of the Confirmation Hearing, and all other proceedings held in the Chapter 11 Cases. The Plan is the product of comprehensive, arm's-length negotiations between and among the Debtors, the Lenders, and the Committee. The Plan itself and the process leading to its formulation provide independent evidence of the Plan Sponsors' good faith, and that the Plan serves the public interest

and assures fair treatment of holders of Claims and Equity Interests. The Plan was proposed with the legitimate purpose of maximizing the value of the Debtors' assets and recoveries to holders of Claims. Further, the Plan's exculpation and injunction provisions are consistent with sections 105, 1122, 1123(b)(3)(A), 1123(b)(6), 1129, and 1142 of the Bankruptcy Code and applicable case law in the Second Circuit, have been negotiated in good faith and at arm's-length, are integral to the Plan, and supported by valuable consideration. Accordingly, the requirements of section 1129(a)(3) of the Bankruptcy Code are satisfied.

**17. Payment for Services or Costs and Expenses (11 U.S.C. § 1129(a)(4))**

Y. Any payments made or promised by the Debtors for services or for costs and expenses incurred in connection with this Chapter 11 Cases, or in connection with the Plan and incident to this Chapter 11 Cases, have been approved by, or are subject to approval of, the Bankruptcy Court as reasonable. Accordingly, the Plan satisfies the requirements of section 1129(a)(4) of the Bankruptcy Code.

**18. Disclosure of Identity of Proposed Individuals to Serve as Directors and Officers of the Debtors (11 U.S.C. § 1129(a)(5))**

Z. Upon the occurrence of the Effective Date of the Plan, the Debtors will no longer have the services of directors, officers, or insiders. To the extent the Liquidation Custodian and Oversight Committee would fall within the ambit of section 1129(a)(5), the Plan satisfies the requirements of such section as the Liquidation Custodian and appointment of the Oversight Committee has been identified under the Plan and Second Plan Supplement. This appointment is consistent with the interests of creditors and equity security holders, and with public policy.

**19. No Rate Changes (11 U.S.C. § 1129(a)(6))**

AA. The Plan does not provide for any rate changes over which a governmental regulatory commission has jurisdiction. Accordingly, section 1129(a)(6) of the Bankruptcy Code is not applicable to this Chapter 11 Cases.

**20. Best Interest of Creditors (11 U.S.C. § 1129(a)(7))**

BB. Each holder of an Impaired Claim (i) has accepted the Plan, (ii) will receive or retain under the Plan on account of such Claim or Interest property of a value, as of the Effective Date, that is not less than the amount that such holder would receive or retain if the Debtors were liquidated under chapter 7 of the Bankruptcy Code on the Effective Date, or (iii) has agreed to receive less favorable treatment. Therefore, the Plan satisfies the requirements of section 1129(a)(7) of the Bankruptcy Code.

**21. Conclusive Presumption of Acceptance by Unimpaired Classes; Acceptance of the Plan by Each Impaired Class (11 U.S.C. § 1129(a)(8))**

CC. Class 2 and Class 2A are an Unimpaired class and is conclusively presumed to have accepted the Plan under section 1126(f) of the Bankruptcy Code. As set forth in the Ballot Report, the Impaired Accepting Classes (*i.e.*, Class 1, Class 3, Class 1A, and Class 3A) have voted to accept the Plan. Class 4, Class 4A, and Class 5A are Impaired under the Plan and are deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. As set forth herein, and pursuant to section 1129(b)(1) of the Bankruptcy Code, the Plan may be confirmed notwithstanding the fact that Class 4, Class 4A, and Class 5A are Impaired under the Plan and are deemed to have rejected the Plan. As a result, the requirements of section 1129(b) of the Bankruptcy Code are satisfied.

**22. Treatment of Unclassified Claims, Including Administrative Expense and Priority Claims (11 U.S.C. § 1129(a)(9))**

DD. The Plan provides for treatment of Administrative Expense Claims, PACA Trust Claims, Professional Fee Claims, Priority Non-Tax Claims, and Priority Tax Claims in the manner required by section 1129(a)(9) of the Bankruptcy Code. Accordingly, the requirements of section 1129(a)(9) of the Bankruptcy Code are satisfied.

**23. Acceptance by at Least One Impaired Class (11 U.S.C. § 1129(a)(10))**

EE. As set forth in the Ballot Report, each of the Impaired Accepting Classes have voted to accept the Plan. As such, there is at least one class of Claims that is Impaired under the Plan that has accepted the Plan (without including any acceptance of the Plan by any insider), thus satisfying section 1129(a)(10) of the Bankruptcy Code in all respects.

**24. Feasibility of the Plan (11 U.S.C. § 1129(a)(11))**

FF. The Plan is a plan of liquidation and meets the feasibility requirement set forth in section 1129(a)(11) of the Bankruptcy Code. The evidence proffered or adduced at or prior to the Confirmation Hearing or in the Nappi Declaration: (i) is reasonable, persuasive, and credible; (ii) utilizes reasonable and appropriate methodologies and assumptions; (iii) has not been controverted by other evidence; (iv) establishes that the Plan is feasible; and (v) establishes that there is a reasonable prospect that the Debtors will be able to meet their financial obligations under the Plan, thereby satisfying the requirements of section 1129(a)(11) of the Bankruptcy Code. Accordingly, the requirements of section 1129(a)(11) of the Bankruptcy Code are satisfied.

**25. Payment of Bankruptcy Fees (11 U.S.C. § 1129(a)(12))**

GG. In accordance with section 1129(a)(12) of the Bankruptcy Code and Article II of the Plan, the Debtors will make payment of all statutory fees payable under 28 U.S.C. § 1930 until

the Chapter 11 Cases is converted, dismissed, or closed, whichever occurs first. The Debtors have adequate means to pay all such fees.

**26. Retiree Benefits (11 U.S.C. § 1129(a)(13))**

HH. The Debtors no longer have any retiree benefit programs in place. The Plan therefore satisfies the requirements of section 1129(a)(13) of the Bankruptcy Code.

**27. No Domestic Support Obligations (11 U.S.C. § 1129(a)(14))**

II. The Debtors are not required by a judicial or administrative order, or by statute, to pay a domestic support obligation. Accordingly, section 1129(a)(14) of the Bankruptcy Code is inapplicable to the Chapter 11 Cases.

**28. Debtors Are Not Individuals (11 U.S.C. § 1129(a)(15))**

JJ. The Debtors are not individuals. Accordingly, section 1129(a)(15) of the Bankruptcy Code is inapplicable in this Chapter 11 Cases.

**29. Applicable Nonbankruptcy Law Regarding Transfer (11 U.S.C. § 1129(a)(16))**

KK. The Debtors are for-profit entities, and accordingly, section 1129(a)(16) of the Bankruptcy Code is inapplicable to the Chapter 11 Cases.

**30. No Unfair Discrimination; Fair and Equitable (11 U.S.C. § 1129(b))**

LL. Based upon the evidence proffered, adduced, and presented by the Plan Sponsors at the Confirmation Hearing, in the Disclosure Statement, and in the Nappi Declaration, the Plan does not discriminate unfairly and is fair and equitable with respect to Class 4, Class 4A, and Class 5A that are Deemed Rejecting classes as required by sections 1129(b)(1) and (b)(2) of the Bankruptcy Code. No holder of any Claim or Interest that is junior to such Class will receive or retain any property under the Plan on account of such junior Claim or Interest, and no holder of a Claim in a Class senior to such Classes is receiving more than 100% recovery on account of its

Claim. Thus, the Plan may be confirmed notwithstanding the deemed rejection of the Plan by the Deemed Rejecting Classes.

**31. Principal Purpose of the Plan (11 U.S.C. § 1129(d))**

MM. The principal purpose of the Plan is not the avoidance of taxes or the avoidance of the application of section 5 of the Securities Act of 1933. Accordingly, the Plan satisfies the requirements of section 1129(d) of the Bankruptcy Code.

**32. Good Faith**

NN. Based on the record of these Chapter 11 Cases, the Nappi Declaration, and the record of the Chapter 11 Cases, the Plan Sponsors (and all of their respective officers, directors, members, partners, employees, representatives, advisors, attorneys, professionals, affiliates, and agents) (i) have acted in good faith within the meaning of section 1125(e) in compliance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules and any applicable non-bankruptcy law, rule, or regulation governing their respective activities relating to the solicitation of acceptances to the Plan and their participation in the activities described in section 1125 of the Bankruptcy Code, and (ii) shall be deemed to have participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code in the offer and issuance of any securities under the Plan, and therefore are not, and on account of such offer, issuance and solicitation will not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or the offer and issuance of the securities under the Plan, and are entitled to the protections afforded by section 1125(e) of the Bankruptcy Code and, to the extent such parties are listed in the Plan, the exculpation and related Plan provisions set forth in Article X of the Plan, if they proceed to: (a) consummate the Plan and

the agreements, settlements, transactions, and transfers contemplated thereby; and (b) take the actions authorized and directed by this Confirmation Order.

**33. Implementation of Other Necessary Documents and Agreements**

OO. All documents and agreements necessary to implement the Plan, and all other relevant and necessary documents developed in connection therewith are essential elements of the Plan and entry into and consummation of the transactions contemplated by each such documents and agreements are in the best Equity Interests of the Debtors, the Estates, and holders of Claims and Equity Interests. The Plan Sponsors, in consultation with the Debtors and Liquidating Custodian, have exercised reasonable business judgment in determining which agreements to enter into and have provided sufficient and adequate notice of such documents and agreements. The Debtors, Liquidating Custodian, and the Plan Sponsors, as applicable, shall be authorized to execute and deliver all agreements, documents, instruments, and certificates relating to such agreements and perform its obligations thereunder, including, without limitation, pay all fees thereunder. The terms and conditions of such documents and agreements have been negotiated in good faith, at arm's-length, are fair and reasonable and shall, upon completion of documentation and execution, shall be valid, binding, and enforceable documents and agreements not in conflict with any federal or state law.

**34. Executory Contracts and Unexpired Leases**

PP. A reasonable business judgment has been reached with respect to whether to assume or reject each of the Executory Contracts and Unexpired Leases as set forth in Article VII of the Plan. Each assumption and rejection of an executory contract as provided in Article VII of the Plan shall be legal, valid, and binding upon the Debtors or non-Debtor parties to such Executory Contracts and Unexpired Lease, all to the same extent as if such assumption or rejection had been

authorized and effectuated pursuant to an appropriate order of the Court that was entered pursuant to section 365 of the Bankruptcy Code prior to the Confirmation Date.

**35. Satisfaction of Confirmation Requirements**

QQ. Based upon the foregoing, the Plan satisfies the requirements for confirmation set forth in section 1129 of the Bankruptcy Code.

**36. Conditions Precedent to Confirmation**

RR. Each of the conditions precedent to the Effective Date set forth in Article IX of, or elsewhere in, the Plan are reasonably likely to be satisfied or waived in accordance with the provisions of the Plan.

**37. Retention of Jurisdiction**

SS. The Court properly may retain jurisdiction over the matters set forth in Article XI of the Plan and other applicable provisions of the Plan.

\* \* \* \*

**ORDER**

ACCORDINGLY, IT IS HEREBY ORDERED, ADJUDGED, DECREED, AND DETERMINED THAT:

**A. Order**

1. This Confirmation Order shall and does confirm the Plan.

**B. Objections**

2. To the extent that any objections, reservations of rights, statements, or joinders to Confirmation have not been resolved, withdrawn, waived, or settled prior to entry of this Confirmation Order or otherwise resolved as stated on the record of the Confirmation Hearing, they are hereby overruled on the merits.

**C. Findings of Fact and Conclusions of Law**

3. The above-referenced findings of fact and conclusions of law are hereby incorporated by reference as though more fully set forth herein.

**D. Solicitation and Notice**

4. Notice of the Confirmation Hearing complied with the terms of the Solicitation Procedures Order, was appropriate and satisfactory based on the circumstances of the Chapter 11 Cases, and was in compliance with the provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Local Bankruptcy Rules. The solicitation of votes on the Plan complied with the solicitation procedures in the Solicitation Procedures Order, was appropriate and satisfactory based upon the circumstances of the Chapter 11 Cases, and was in compliance with the provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Local Bankruptcy Rules.

**E. Confirmation of the Plan**

5. The Plan and each of its provisions, terms, and conditions and all documents and agreements related thereto are approved and confirmed in each and every respect pursuant to section 1129 of the Bankruptcy Code.

6. The Plan and each of its provisions, terms, and conditions, and all documents and agreements related thereto, once finalized and executed, are incorporated by reference herein and shall when executed by the parties thereto constitute legal, valid, binding, and authorized obligations enforceable in accordance with their terms as of the Effective Date.

7. The failure specifically to describe, include, or refer to any particular article, section, or provision of the Plan or any related document in this Confirmation Order shall not diminish or impair the effectiveness of such article, section, or provision, it being the intent of the Bankruptcy Court that the Plan and all related documents be approved and confirmed in their

entirety. The provisions of the Plan and this Confirmation Order, including the findings of fact and conclusions of law set forth herein, are nonseverable and mutually dependent. Notwithstanding the foregoing, if there is any direct conflict between the terms of the Plan and the terms of this Confirmation Order, the terms of this Confirmation Order shall control.

**F. Plan Classification Controlling**

8. The terms of the Plan shall solely govern the classification of Claims and Equity Interests for purposes of the distributions to be made thereunder. The classifications set forth on the Ballots tendered to or returned by the holders of Claims or Equity Interests in connection with voting on the Plan: (i) were set forth on the Ballots solely for purposes of voting to accept or reject the Plan; (ii) do not necessarily represent, and in no event shall be deemed to modify or otherwise affect, the actual classification of such Claims and Equity Interests under the Plan for distribution purposes; (iii) may not be relied upon by any holder of a Claim or Interest as representing the actual classification of such Claim or Interest under the Plan for distribution purposes; and (iv) shall not be binding on the Plan Sponsors except for voting purposes.

**G. Plan Implementation**

9. In accordance with section 1142 of the Bankruptcy Code and any provisions of the business corporation law of any applicable jurisdiction, no further action by the Bankruptcy Court or the Plan Sponsors is required for the Debtors through the Liquidating Custodian to, as of the Effective Date: (i) take any and all actions necessary or appropriate to implement, effectuate, and consummate the Plan, this Confirmation Order, and the transactions contemplated thereby or hereby, and (ii) execute and deliver, adopt or amend, as the case may be, any contracts, instruments, agreements, and documents necessary to implement, effectuate, and consummate the Plan.

10. Except as set forth in the Plan, all actions authorized to be taken pursuant to the Plan, including all other acts or actions contemplated or reasonably necessary or appropriate to promptly consummate the transactions contemplated by the Plan, shall be effective on the Effective Date pursuant to this Confirmation Order, without further notice, application to or order of this Bankruptcy Court, or further action by the Plan Sponsors.

11. To the extent that, under applicable nonbankruptcy law, any of the foregoing actions would otherwise require the consent or approval of the managers or directors of the Debtors, this Confirmation Order shall, pursuant to section 1142 of the Bankruptcy Code, constitute such consent or approval, and such actions are deemed to have been taken by unanimous action of the managers and directors of the Debtors.

12. Cancellation of Existing Agreements. Except (i) for purposes of evidencing a right to distributions under the Plan, (ii) with respect to executory contracts or unexpired leases that have been assumed by the Debtors, or (iii) as otherwise provided under the Plan, on the Effective Date, all the agreements and other documents evidencing the Claims or rights of any holder of a Claim against the Debtors, all lending and security agreements and encumbrances evidencing such Claims shall be cancelled with respect to the Debtors, but shall continue to govern the rights and obligations by and among third parties.

13. Distribution Record Date. The Distribution Record Date shall be two (2) Business Days after the Confirmation Date.

#### **H. The Exculpation and Injunction Provisions**

14. The following exculpation and injunctions substantially set forth in Article X of the Plan are essential provisions of the Plan and are hereby approved and authorized in their entirety:

(i) Exculpation.

As of the Effective Date, in consideration for the service of the Exculpated Parties in facilitating the liquidation of the Debtors and the implementation of the transactions contemplated by the Plan, none of the Exculpated Parties shall have or incur, and each Exculpated Party is exculpated from, any liability, cause of action, or claim for any act done or omission that occurred in preparation for the Chapter 11 Cases or for services performed in the Chapter 11 Cases, including without limitation, the commencement of the Chapter 11 Cases, the negotiation and execution of the Sale Transaction, the Disclosure Statement, the negotiation, execution and performance of the Plan, the solicitation of votes for and the pursuit of the Confirmation Order, the confirmation of the Plan, or the occurrence of the Effective Date. Furthermore, the Exculpated Parties shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of and confirmation of the Plan, and, therefore, are not, and on account of such Plan solicitation and confirmation, shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan. Notwithstanding anything to the contrary in the foregoing or in the Plan, the exculpation set forth above shall not release or be an exculpation with respect to: (i) acts or omissions that occurred (or in the case of omissions, failed to occur) prior to December 17, 2020; or (ii) any post- Effective Date obligations of any party or entity under the Plan, any transaction, or any document, instrument, or agreement executed to implement the Plan. Furthermore, the exculpation set forth above have no effect on the liability of the Exculpated Parties for gross negligence, willful misconduct, or professional malpractice, as determined by a Final Order, provided that in all respects, the Exculpated Parties shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities under and in connection with the Plan. This exculpation provision shall have no effect on, and shall be without prejudice to, the rights, obligations, claims and defenses of the parties to Adversary Proceeding No. 21-02004 pending in this case, Adversary Proceeding No. 21-02002 pending in Suri's case, the pending motion brought by the Debtors against the Dennis Group pursuant to 11 U.S.C. 506 (b) and transferred to the Liquidating Custodian for disposition, and any related litigation between the parties. If the Effective Date does not occur, this provision shall be void.

(ii) Injunction.

Except as otherwise expressly provided in the Plan or the Confirmation Order, as of the Effective Date, all Entities that have held, hold, or may hold a Claim or other debt or liability against a Debtor or Interest in a Debtor are permanently enjoined from taking any of the following actions against the Debtors, the Exculpated Parties, or the Liquidating Custodian or any of their property on account of such Claims or Equity Interests: (i) commencing or continuing, in any manner or in any place, any action, or other proceeding; (ii) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order; (iii) creating, perfecting, or enforcing any Lien, or encumbrance; (iv) asserting any right of setoff, subrogation, or recoupment of any kind against any debt, liability, or obligation including, but not limited to, on account of or in connection with or with respect to any Claims or Equity Interests unless such holder has filed a motion requesting the right to perform such setoff on or before the Effective Date; and (v) commencing or continuing in any manner or in any place, any action that does not comply with or is inconsistent with the Plan. For the avoidance of doubt, this Injunction shall not (I) expand the

scope of relief under the Plan and its purpose is to implement the Plan or (II) apply to the Retained Causes of Action (excluding as provided in Article X.F above, if any) to or impair the Liquidating Custodian's ability to investigate, and if warranted, pursue any such Retained Causes of Action.

**I. Retention of Causes of Action/Reservation of Rights**

15. In accordance with section 1123(b) of the Bankruptcy Code but subject to the exculpation and injunctions set forth in Article X of the Plan, the provisions of Article IV(G) of the Plan are hereby approved in their entirety. Except as otherwise provided in the Plan, on the Effective Date, all of the Debtors' rights to commence and pursue, as appropriate, any and all Causes of Action, whether arising before or after the Petition Date, in any court or other tribunal in an adversary proceeding or contested matter filed in the Chapter 11 Cases, will be transferred to the Liquidating Custodian in accordance with the Plan.

**J. Allowance and Payment of Certain Administrative, PACA Trust, Priority and Statutory Fee Claims**

16. Administrative Claims Bar Date. The Court hereby establishes the Administrative Claims Bar Date as August 31, 2021. Any party seeking allowance of an Administrative Claim (other than Fee Claims) must file a motion with the Court seeking allowance of an Administrative Claim on or before the Administrative Claims Bar Date. Failure to timely file a motion for allowance of an Administrative Claim shall be a complete bar from a party seeking allowance or payment of any Administrative Claim.

17. Professional Fee Claims. All payments to professionals for Fee Claims will be made in accordance with the procedures established in the Bankruptcy Code, the Bankruptcy Rules, the United States Trustee Guidelines and the Bankruptcy Court relating to the payment of interim and final compensation for services rendered and reimbursement of expenses. The Bankruptcy Court will review and determine all applications for compensation for services rendered and

reimbursement of costs. The Professional Fee Escrow set forth in Article II.C of the Plan is hereby approved.

18. PACA Trust Claims. To the extent a vendor has properly noticed the Debtors to preserve their rights under PACA (collectively, the “PACA Trust Claimants”), such vendor holds their beneficiary rights to a non-segregated statutory trust (the “PACA Trust”) in the cash, inventory and receivables (if any) held by the Debtors for the benefit of the PACA Trust (the “PACA Trust Assets”) as Trustee of a non-segregated statutory trust. PACA Trust Assets are not property of the Debtors’ estates. The Liquidating Custodian will take possession of the PACA Trust Assets as a successor trustee, subject to the PACA Trust. Beneficiaries of PACA Trust will be paid in full from the PACA Trust Assets on the Effective Date.

19. Other Administrative Claims. Each holder of an Allowed Administrative Claim shall be paid the full unpaid amount of such Allowed Administrative Claim in Cash on the earlier of (a) on or as soon as reasonably practicable after the Effective Date if such Administrative Claim is Allowed as of the Effective Date or (ii) on or as soon as reasonably practicable after the date such Administrative Claim is Allowed, if such Administrative Claim is not Allowed as of the Effective Date, (c) at such time and upon such terms as may be agreed upon by such holder and the Debtors or Liquidating Custodian, or (d) at such time and upon such terms as set forth in a Final Order.

20. Priority Claims. Unless otherwise agreed by a holder of an Allowed Priority Claim, each holder of an Allowed Priority Claim shall receive, in full satisfaction of its Priority Claim, payment in full in Cash of the Allowed amount of the Priority Claim on the later of the Effective Date or as soon as practicable after the date when such Claim becomes an Allowed Claim.

21. Statutory Fees. The Debtors, as applicable, will pay fees payable under 28 U.S.C § 1930(a), including fees, expenses, and applicable interest payable to the United States Trustee, for each quarter (including any fraction thereof) until these Chapter 11 Cases are converted, dismissed, or closed, whichever occurs first.

**K. Exemptions from Taxation**

22. Pursuant to section 1146(a) of the Bankruptcy Code, any transfer from the Debtors to the Liquidating Custodian or to any entity under, in contemplation of, or in connection with the Plan or under: (i) the issuance, distribution, transfer, or exchange of any debt, securities, or other interest in the Debtors; (ii) the creation, modification, consolidation, or recording of any mortgage, deed of trust or other security interest, or the securing of additional indebtedness by such or other means; (iii) the making, assignment, or recording of any lease or sublease; or (iv) the making, delivery, or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, including any deeds, assignments, or other instrument of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to the Plan, shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles, or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, or other similar tax or governmental assessment, and upon entry of this Confirmation Order, the appropriate state or local governmental officials or agents shall forego the collection of any such tax or governmental assessment and to accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.

**L. Assumption and Rejection of Executory Contracts and Unexpired Leases**

23. Except for the Insurance Contracts which are dealt with separately in the Plan, on the Effective Date, any and all Executory Contracts and Unexpired Leases shall be deemed rejected as of the Effective Date, unless such Executory Contract or Unexpired Lease: (a) was assumed or rejected previously by the Debtors; (b) was assigned pursuant to the previously expired or terminated pursuant to its own terms; or (c) is the subject of a motion to assume filed on or before the Effective Date.

24. Bar Date for Rejection Damages. If the rejection by the Debtors of an Executory Contract or Unexpired Lease pursuant to the Plan gives rise to a Rejection Damages Claim, a Proof of Claim must be filed with the Bankruptcy Court within thirty (30) days after the date of entry of this Confirmation Order. For the avoidance of doubt, all Allowed Rejection Damage Claims shall be treated as General Unsecured Claims.

**M. Resolution of Purchasers' Limited Objection to Plan**

25. Notwithstanding anything in this Order to the contrary, until entry of a Final Order on that certain Motion for an Order Compelling Debtors' Compliance with Asset Purchase Agreement and Sale Order [ECF #873] (the "Motion to Compel") filed by the Purchasers (as defined in the Motion to Compel) any Insurance Prepayments (as defined in the Motion to Compel) received by the Debtors or the Liquidating Custodian, or either of them, shall be transferred to and securely held by Locke Lord, either in a cash escrow with Locke Lord if possible or together with the uncashed checks in Locke Lord's safe. Locke Lord shall make an accounting of any Insurance Prepayments received and disclose the accounting to the Purchasers, Liquidating Custodian, Lenders and any other party in interest upon request. Locke Lord shall deliver any and all Insurance Prepayments consistent with the Final Order in connection with the Motion to

Compel. In addition, the Purchasers acknowledge prior receipt of a portion of the Insurance Payments in the amount of \$10,144.00 and shall retain or deliver such amount consistent with a with the provisions of the Final Order in connection with the Motion to Compel.

**N. Immediate Binding Effect**

26. Notwithstanding Bankruptcy Rules 3020(e), 6004, or 7062 or otherwise, upon the occurrence of the Effective Date, the terms of the Plan shall be immediately effective and enforceable and deemed binding upon the Debtors, Plan Sponsors, the Liquidating Custodian, and any and all holders of Claims and Equity Interests (irrespective of whether the Classes of Claims and Equity Interests are deemed to have accepted the Plan or are Unclassified Claims), all Entities that are parties to or are subject to the settlements, compromises, discharges, and injunctions described in the Plan or herein, each Entity acquiring property under the Plan, and any and all non-Debtor parties to Executory Contracts and Unexpired Leases with the Debtors.

**O. Additional Documents**

27. On or before the Effective Date, the Plan Sponsors may file with the Court such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan. All holders of Claims receiving distributions pursuant to the Plan and all other parties in interest may, from time to time, prepare, execute, and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of the Plan.

**P. Dissolution of the Committee**

28. The Committee shall continue in existence through the Effective Date to exercise those powers and perform those duties specified in Bankruptcy Code section 1103. Unless otherwise ordered by the Bankruptcy Court, on the Effective Date, (a) the Committee shall be

dissolved and its members shall be released of all their duties, responsibilities and obligations in connection with the Chapter 11 Cases, this Plan and the implementation of the same and (b) the retention or employment of the Committee's Professionals and other agents shall terminate.

**Q. Reservation of Rights**

29. Except as expressly set forth in the Plan, the Plan shall have no force or effect unless the Court enters this Confirmation Order. None of the filing of the Plan, any statement or provision contained in the Plan, or the taking of any action by the Plan Sponsors with respect to the Plan or the Disclosure Statement shall be or shall be deemed to be an admission or waiver of any rights of the Plan Sponsors with respect to the Debtors or holders of Claims or Equity Interests prior to the Effective Date.

**R. Successors and Assigns**

30. The rights, benefits, and obligations of any Entity named or referred to in the Plan shall be binding on, and shall inure to the benefit of any heir, executor, administrator, successor or assign, affiliate, officer, director, member, agent, representative, attorney, beneficiaries, or guardian, if any, of each Entity.

**S. Service of Confirmation Order**

31. In accordance with Bankruptcy Rules 2002 and 3020(c), within fourteen (14) days after the date of entry of this Confirmation Order, the Plan Sponsors shall cause to be served a Notice of Confirmation by United States mail, first class postage prepaid, by hand, or by overnight courier service to all parties having been served with the Confirmation Hearing Notice; provided that no notice or service of any kind shall be required to be mailed or made upon any Entity to whom the Balloting Agent mailed a Confirmation Hearing Notice, but received such notice returned marked "undeliverable as addressed," "moved, left no forwarding address," or

“forwarding order expired,” or similar reason, unless the Balloting Agent has been informed in writing by such Entity, or are otherwise aware, of that Entity’s new address. Mailing of the Notice of Confirmation in the time and manner set forth in this Confirmation Order shall be good and sufficient notice under the particular circumstances and in accordance with the requirements of Bankruptcy Rules 2002 and 3020(c), and no further notice is necessary.

**T. Notice of Effective Date**

32. The Debtors shall serve a notice of the Effective Date (the “Effective Date Notice”) on all Entities on whom the Debtors served the Confirmation Hearing Notice and to the Office of the United States Trustee for the District of Connecticut no later than fourteen (14) days after the Effective Date.

**U. Injunctions and Automatic Stay**

33. Unless otherwise provided in the Plan or herein, all injunctions or stays in effect in the Chapter 11 Cases pursuant to section 105, 362, or 525 of the Bankruptcy Code or otherwise, or any order of the Court, and extant on the date of this Confirmation Order (excluding any injunctions or stays contained in the Plan or this Confirmation Order) shall remain in full force and effect until the Effective Date. All injunctions or stays contained in the Plan or herein shall remain in full force and effect in accordance with its terms. This Confirmation Order will permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively or otherwise, of any Claims, Causes of Action, obligations, suits, judgments, damages, demands, debts, rights, or liabilities enjoined, discharged, or settled pursuant to the Plan except as otherwise provided in the Plan or Plan Supplements.

**V. Modifications to Plan**

34. Except as otherwise specifically provided in the Plan, the Plan Sponsors reserve the right to modify the Plan and seek modifications consistent with the Bankruptcy Code. Subject to certain restrictions and requirements set forth in section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019 and those restrictions on modifications set forth in the Plan, the Plan Sponsors expressly reserve all rights to revoke or withdraw, or to alter, amend, or modify materially the Plan, one or more times, after confirmation, and, to the extent necessary, may initiate proceedings in the Court to so alter, amend, or modify the Plan, or remedy any defect or omission, or reconcile any inconsistencies in the Plan, the Disclosure Statement, or this Confirmation Order, in such matters as may be necessary to carry out the purposes and intent of the Plan.

**W. Plan Supplements**

35. The modifications to Article II.B of the Plan as set forth in the Plan Supplements is incorporated into the Plan as if fully set forth therein.

**X. References to Plan Provisions**

36. Captions and headings to articles of the Plan are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of the Plan. The failure specifically to include or to refer to any particular article, section or provision of the Plan or any related document in this Confirmation Order shall not diminish or impair the effectiveness of such article, section or provision, it being the intent of the Court that the Plan and any related documents be confirmed in its entirety.

**Y. Effect of Conflict with this Confirmation Order**

37. To the extent that any provision of the Disclosure Statement, the Plan (or any Plan Supplements, exhibits, schedules, appendices, supplements, or amendments to any of the

foregoing) or any other order of this Court (other than this Confirmation Order), conflict with or are in any way inconsistent with any provision of this Confirmation Order, this Confirmation Order shall govern and control.

**Z. Authorization to Consummate**

38. The Plan Sponsors, Debtors, and Liquidating Custodian are authorized to consummate the Plan at any time after the entry of this Confirmation Order subject to satisfaction or waiver (by the required parties set forth in the Plan) of the conditions precedent to consummation set forth in Article IX of the Plan.

**AA. Effect of Non-Occurrence of Conditions to Effective Date**

39. Each of the conditions to consummation must be satisfied or duly waived pursuant to Article IX of the Plan, or waived or extended by the Plan Sponsors. If this Confirmation Order is vacated for any reason, then except as provided in any order of the Court vacating this Confirmation Order, the Plan will be null and void in all respects, including the treatment of Claims and Equity Interests pursuant to the Plan and the assumptions, assumptions and assignments, or rejections of Executory Contracts and Unexpired Leases, and nothing contained in the Plan or Disclosure Statement shall (i) constitute a waiver or release of any Claims, Equity Interests, or Causes of Action; (ii) prejudice in any manner the rights of the Plan Sponsors or any other Entity; or (iii) constitute an admission, acknowledgement, offer, or undertaking of any sort by the Plan Sponsors or any other Entity.

**BB. Substantial Consummation**

40. The substantial consummation of the Plan, within the meaning of section 1127 of the Bankruptcy Code, shall be deemed to have occurred on the Effective Date.

**CC. Retention of Jurisdiction**

41. Under Bankruptcy Code sections 105(a) and 1142, and notwithstanding entry of the Confirmation Order and occurrence of the Effective Date, the Bankruptcy Court shall retain exclusive jurisdiction over all matters arising out of, or related to, the Chapter 11 Cases and this Plan to the fullest extent permitted by law, including, among other things, jurisdiction to:

- (i) Allow, disallow, determine, liquidate, classify, estimate or establish the priority or Secured or unsecured status of any Claim or Equity Interest, including the resolution of any re-request for payment of any Administrative Claim and the resolution of any objections to the Secured or unsecured status, priority, amount or allowance of Claims or Equity Interests;
- (ii) Hear and determine all applications for compensation and reimbursement of expenses of Professionals under Bankruptcy Code sections 327, 328, 330, 331, 503(b), 1103 or 1129(a)(4); provided, however, that from and after the Effective Date, the payment of fees and expenses of professionals retained by the Litigation Custodian shall be made in the ordinary course of business and shall not be subject to the approval of the Bankruptcy Court except as otherwise set forth in this Plan;
- (iii) Hear and determine any and all adversary proceedings, motions, applications, and contested or litigated matters arising out of, under, or related to, the Chapter 11 Cases;
- (iv) Enter and enforce such orders as may be necessary or appropriate to execute, implement, or consummate the provisions of this Plan and all contracts, instruments, releases, and other agreements or documents created in connection with this Plan, the Disclosure Statement, and/or the Confirmation Order;
- (v) Hear and determine disputes arising in connection with the interpretation, implementation, Consummation, or enforcement of this Plan, including disputes arising under agreements, documents or instruments executed in connection with this Plan;
- (vi) Consider any modifications of this Plan, cure any defect or omission, or reconcile any inconsistency in any order of the Bankruptcy Court, including, without limitation, the Confirmation Order;
- (vii) Issue injunctions, enter and implement other orders, or take such other actions as may be necessary or appropriate to restrain interference by any

Entity with implementation, Con-summation, or enforcement of this Plan, and/or the Confirmation Order;

- (viii) Enter and implement such orders as may be necessary or appropriate if the Confirmation Order is for any reason reversed, stayed, revoked, modified, or vacated;
- (ix) Hear and determine any matters arising in connection with or relating to this Plan, the Disclosure Statement, and/or the Confirmation Order, or any contract, instrument, release, or other agreement or document created in connection with this Plan, the Disclosure Statement, and/or the Confirmation Order;
- (x) Enforce all orders, judgments, injunctions, releases, exculpations, indemnifications and rulings entered in connection with the Chapter 11 Cases or pursuant to this Plan;
- (xi) Recover all assets of the Debtors and property of the Estates, wherever located;
- (xii) Hear and determine matters concerning state, local, and federal taxes in accordance with Bankruptcy Code sections 346, 505, and 1146;
- (xiii) Hear and determine all disputes involving the existence, nature, or scope of any releases granted in this Plan;
- (xiv) Hear and determine such other matters as may be provided in the Confirmation Order or as may be authorized under, or not inconsistent with, provisions of the Bankruptcy Code;
- (xv) Enter an order or final decree concluding or closing the Chapter 11 Cases; and
- (xvi) Enforce all orders previously entered by the Bankruptcy Court.

**DD. Final Confirmation Order**

42. This Confirmation Order is a Final Order and the period in which an appeal must be filed shall commence upon the entry hereof.

Dated at Hartford, Connecticut this 2nd day of August, 2021.

*James J. Tancredi*  
United States Bankruptcy Judge  
District of Connecticut

### Notice Recipients

District/Off: 0205-2 User: lwatson Date Created: 8/2/2021  
Case: 21-20111 Form ID: pdfdoc1 Total: 905

**Recipients submitted to the BNC (Bankruptcy Noticing Center) without an address:**

cr People's United Bank, National Association  
cr Yankee Gas Services Company  
20 The Connecticut Light & Power Company  
cr BMO Harris Bank N.A.  
crcm Official Committee of Unsecured Creditors  
cr Chubb Companies  
cr The Core Group and its Affiliates  
cr Pasta Technologies Group SRL  
cr Sodexo Operations, LLC  
cr State of CT, Dept. of Revenue Services  
cr Decian, Inc.  
cr Novo Advisors, LLC  
op Tribe 9 Foods, LLC  
op NFP Real Estate LLC  
op CP Foods LLC  
cr United States, on behalf of Internal Revenue Service  
cr The Insurance Company of the State of Pennsylvania  
cr Town of South Windsor  
9265916 Aspen American Insurance Company  
9266001 Chubb  
9290788 Novo Advisors LLC  
9284363 Sodexo Operations, LLC  
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9266154 Great Lakes Cheese Co, Inc 17825 Great Lakes Parkway Hiram, OH 44234

9290847 Great Northern Insurance Company c/o Wendy M. Simkulak Duane Morris LLP 30 S. 17th  
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 9266163 Hampton And Associates 1600 Night Wind Drive Las Vegas, NV 89117  
 9266164 Hanks Brokerage, Inc 13951 Senlac Dr Ste 150 Dallas, TX 75234  
 9266165 Hanks Brokerage, Inc 13951 Senlec Drive, Ste 150 Dallas, TX 75234  
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 9290514 Hartford Electric Supply Company Rick Merrill 30 Inwood Rd, Suite One Rocky Hill, CT 06067  
 9266169 Heat And Control Inc 21121 Cabot Blvd Hayward, CA 94545-1132  
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 9266180 Holmes, Eugene K Address Redacted  
 9266181 Hoosier Logistics Inc c/o Barnes & Thornburg LLP Attn: Allison Scarlott 11 S Meridian Street Indianapolis, IN 46204  
 9266182 Hpc Foodservice PO Box 1228 South Windsor, CT 06074  
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 9266187 Htay, Kyaw Address Redacted  
 9266188 Htoo, Ah Address Redacted  
 9266189 Htoo, Haedoh Address Redacted  
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 9266195 Iannacone, Dawn Address Redacted  
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 9266197 Ifc Solutions Inc 1601 E Linden Avenue Linden, NJ 07036-1508  
 9266198 Ifm Efector 782 Springdale Drive Exton, PA 19341  
 9266199 Independent Marketing All Attn: Accounting Dept Houston, TX 77079  
 9266200 Industrial Handling Systems 336 Lockhouse Road Westfield, MA 01085  
 9266201 Infante, Gina Address Redacted  
 9266202 Infoshred, LLC 3 Craftsman Road East Windsor, CT 06088-9685  
 9266203 Ingredion Incorporated 810 S. Cincinnati Ave Tulsa, OK 74119  
 9281815 InterSource Inc P.O. Box 10 Mendham, NJ 07945  
 9297659 Internal Revenue Service P.O. Box 7346 Philadelphia, PA 19101-7346  
 9266204 Internal Revenue Service PO Box 7346 Philadelphia, PA 19101-7346  
 9266205 Intersource Inc 301 Roundhill Drive Rockaway, NJ 07866  
 9266206 Interstate Logistics Systems, Inc Attn: Josh Osinski PO Box 10 Mountain View, WY 82939  
 9266207 Interstate Warehousing 700 Bartram Pkwy Franklin, IN 46131  
 9266208 Itradenetwork, Inc Dept Ch 17307 Palantine, IL 60055-7307  
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 9266212 Jear Logistics, LLC Attn: Dawson Smith PO Box 1348 Mt Pleasant, SC 29465  
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 9266217 Judge Inc Four Falls Corporate Center West Conshohocken, PA 19428-2949  
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 9266220 Kasheta Farms, Inc. c/o Geraghty & Bonnano LLC Attn: Michael S. Bonnano, Esq. 38 Granite Street, POB 231 New London, CT 06320

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9266228 Key Foods 100 Matawan Road Matawan, NJ 07747  
9266229 Khair, Bakhtiar Address Redacted  
9266230 King Kullen Grocery Co, Inc Attn: Accounts Receivable Bethpage, NY 11714  
9266231 Kinney, Jordan Address Redacted  
9266232 Kloe, Pahlee Address Redacted  
9266233 Koh, Tah Wah Address Redacted  
9266234 Kunnathottahil Jose, Sarath Address Redacted  
9266235 Kustom Paks Food , Ltd Sds-12-2784 Minneapolis, MN 55486-2784  
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9266283 Martin, Natalia Address Redacted  
9266284 Martinez, Omar Address Redacted  
9266285 Mason Packaging Corp PO Box 852 Armonk, NY 10504  
9297660 Massachusetts Department of Revenue Attn: Bankruptcy Unit PO Box 9564 Boston, MA 02114-9564  
9266286 Massman Automation Designs PO Box 84 Villard, MN 56385  
9266287 Matias, Juan Address Redacted  
9266288 Maybury Associates, Inc 90 Denslow Road East Longmeadow, MA 01028-3160  
9266289 Mazzotta Rentals Attn: Tiffany Fleischmann 77 Boston Road Middletown, CT 06457  
9266290 Mbc Food Machinery Corp 78 Mckinley Street Hackensack, NJ 07601  
9266292 McMaster-Carr Supply Co P.O. Box 7690 Chicago, IL 60680  
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 9266298 Mendoza, Luis Address Redacted  
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 9266301 Mettler Toledo Inc 1900 Polaris Pkwy Columbus, OH 43240  
 9266302 Mettler Toledo-Safeline 6005 Benjamin Road Tampa, FL 33634-5145  
 9266303 Micros Food Safety Bv Nieuwe Kanaal 7P Wageningen, 6709 Pa  
 9276610 Mitty's LLC 76 Granby St. Bloomfield, CT 06002  
 9266304 Miura America Co, Ltd 220 Steven B Smith Blvd Rockmart, GA 30153  
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 9266317 Nalco Water 999 South Oyster Bay Road Bethpage, NY 11714  
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 9266326 Nestle Usa Inc PO Box 3637 Boston, MA 02241  
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 9266329 New England Drives And Controls, Inc Southington, CT 06489-0704  
 9266330 New Wave Industries, Inc 135 Day Street Newington, CT 06111  
 9266331 Newly Weds Foods, Inc Attn: Automne Heather 4849 N Milwaukee Ave 700 Chicago, IL 606030  
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 9266334 Nguyen, Gunarso P Address Redacted  
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 9266342 Northern Safety Co Inc PO Box 4250 Utica, NY 13505-4250  
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 9266352 Omua Ingredients North America Attn: Julie Schumacher N7630 County Hwy Bb Hilbert, WI 54129  
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 9266366 Paradiso, Rocco Address Redacted  
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 9266368 Parker, Adam Address Redacted  
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 9266373 Pearse Bertram LLC 22 Tobey Road Bloomfield, CT 06002  
 9266374 Pearson Packaging System Attn: Debbie Curry 8120 W Sunset Hwy Spokane, WA 99224  
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 9266383 Perry, David Address Redacted  
 928761 Petersen's Hardware Attn: Darren Long 850 Sullivan Ave South Windsor, CT 06074  
 9266384 Peterson, Kwandell Address Redacted  
 9266385 Pfg Broadline 12500 West Creek Parkway Richmond, VA 23238  
 9266386 Pfg Springfield 1 Performance Blvd Springfield, MA 01101  
 9266387 Philbrick, Robert Address Redacted  
 9266388 Phillips Gourmet Inc P.O. Box 190 Kennett Square, PA 19348  
 9266389 Phoenix Env'L Labs, Inc Attn: Tina Covensky 587 E Middle Turnpike PO Box 370 Manchester, CT 06045-0370  
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 9266392 Pizarro, Khalil Address Redacted  
 9266393 Popick, Timothy Address Redacted  
 9266394 Poupart, Neftali Address Redacted  
 9266395 Pow, Su Address Redacted  
 9266396 Power And Process Inc 33 Great Hill Road Naugatuck, CT 06770  
 9266397 Praxair Inc 89 Commerce Circle Durham, CT 06422  
 9290845 Premier Asset Logistics Network, LLC John Romelfanger 525 Metro Place N. Ste 480 Dublin, OH 43017  
 9266398 Premier Healthcare Alliance Lp Alliance, Lp Los Angeles, CA 90084-7650  
 9266399 Pritchard, Jacob Address Redacted  
 9266400 Providence Specialty Products, LLC Db: Narragansett Creamery Providence, RI 02909  
 9266401 Quach, Vien Address Redacted  
 9266402 Quadiant Leasing 478 Wheelers Farms Road Milford, CT 06461  
 9266403 Quintana, Hector Address Redacted  
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 9266405 Quintana, Xavier Address Redacted  
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 9271929 R.H.K. Recovery Group, Inc. Nemco Food Trading, Inc. 1670 Old Country Road, Suite 202 Plainview, NY 11803  
 9266407 Radwell International, Inc 1 Millennium Drive Willingboro, NJ 08046  
 9266408 Ramirez, Daniel Address Redacted  
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 9266411 Raymond Leasing Corporation c/o Swanson, Martin & Bell LLP Attn: Charles S. Stahl, Jr. 2525 Cabot Drive, Suite 204 Lisle, IL 60532  
 9266412 Reale, Benjamin S Address Redacted  
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 9266425 Rls Distribution 2185 Main Road Newfield, NJ 08344

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9266430 Rodriguez, Alberto Address Redacted  
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9266434 Rodriguez, Rey J Address Redacted  
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9266437 Roland Foods, LLC 71 West 23Rd Street New York, NY 10010  
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9266460 Santos De Jesus, Miguel Address Redacted  
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9266464 Sardilli Produce And Dairy Co 212 Locust Street Hartford, CT 06114  
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9266468 Say, Mya Address Redacted  
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9266476 Sensient Colors LLC 2515 N Jefferson St Louis, MO 63106  
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9266486 Si, Si Address Redacted  
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 9266501 Specialty Packaging, LLC Attn: Chris Orsini 47 Leggett Street East Hartford, CT 06108  
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 9266506 Sridhar, Sandhya Address Redacted  
 9266507 Stahlbush Island Farms, Inc. c/o Fetherston Matheny, LLC 960 Liberty Street, SE Suite 110 Salem, OR 97302  
 9290882 Stahlbush Island Farms, Inc. 3122 Stahlbush Island Road Corvallis, OR 97333  
 9266508 Staples Advantage 500 Staples Drive Framingham, MA 01702  
 9266509 State Of Connecticut Dept Of Environmental Protect Commissioner 165 Capitol Avenue, Room 161 Hartford, CT 06106  
 9266510 State Of Connecticut Secretary Of State Capitol Office, PO Box 150470 Hartford, CT 06115-0470  
 9287588 State of CT Dept. of Revenue Services Attn: Maria A. Santos, Asst. Atty. Gen. 165 Capitol Avenue Hartford, CT 06106  
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 9297658 Syndigo LLC 141 W Jackson Blvd Suite 1220 Chicago, IL 60604  
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 9266515 T Fresh Foods 3500 West 25Th Street Minneapolis, MN 55416  
 9266516 Tasty Mix Products PO Box 230613 Brooklyn, NY 11223  
 9290839 The Ambriola Company Inc. c/o Connell Foley LLP Attn: Philip W. Allogramento, Esq. 56 Livingston Avenue Roseland, NJ 07068  
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 9266526 The Dennis Engineering Group LLC Attn: Tom Dennis 1537 Main Street Springfield, MA 01103  
 9266900 The Dennis Engineering Group LLC c/o Lewis Brisbois Bisgaard & Smith Attn: Angeline N. Ioannou, Esq. 185 Asylum Street, Suite 2603 Hartford, CT 06103  
 9267104 The Dennis Engineering Group LLC c/o Reid and Riege, PC Attn: Charles J. Filardi, Jr., Esq. One Financial Plaza, 21st Floor Hartford, CT 06103  
 9266527 The Metropolitan District Attn: Jessica Fenner & John Mirtle 555 Main Street Hartford, CT 06103  
 9266528 The Metropolitan District Attn: President 555 Main Street PO Box 800 Hartford, CT 06142-0800  
 9290515 The Spicemill LLC Jack Phelan 191 Adams Street Manchester, CT 06042  
 9266529 Tiet, Lehang Quy Address Redacted  
 9266530 Tin, Nga Address Redacted  
 9266531 Tobon Correa, Jorge Alonso Address Redacted  
 9266532 Torco Plumbing And Supply 100 North Elm Street Waterbury, CT 06702  
 9266533 Torre, Jasmine Address Redacted  
 9266534 Total Communications 333 Burnham Street East Hartford, CT 06108  
 9266535 Total Quality Logistics Attn: Joseph B Wells, Corporate Counsel 4289 Ivy Point Blvd Cincinnati, OH 45245  
 9266539 Tran, Tuan Address Redacted  
 9266540 Tran, Xuan Address Redacted  
 9266541 Triangle Package Machinery Attn: Jessica Farkas 6655 West Diversey Avenue Chicago, IL 60707-2293  
 9285710 Trinity Logistics Inc 50 Fallon Ave Seaford, De 19973  
 9266542 Trinity Logistics, Inc PO Box 536203 Pittsburgh, PA 15253-5904  
 9266543 Tsang, Eddy Address Redacted  
 9266544 Tsekumah, Edem Address Redacted

9266545 Tukuwala, Samimbanu Address Redacted  
 9266546 Turri's Italian Foods, Inc Attn: Martina Turri 16695 Common Road Roseville, MI 48066  
 9276952 Turri's Italian Foods, Inc. Attn: John E. Turri 16695 Common Road Roseville, MI 48066  
 9266558 U.S. Bank, N.A. d/b/a U.S. Bank Equipment Finance 1310 Madrid Street Marshall, MN 56258  
 9286757 U.S. Durum Milling, Inc. Attn: Lisa Rucker 7900 Van Buren Street St. Louis, MO 63111  
 9266561 USDA/Food Safety And Inspection Svc 5601 Sunnyside Ave Mail Drop 5264 Beltsville, MD 20705  
 9279883 Uflex Packaging Inc. Attn: Rohan Nair 222 Bruce Reynolds Blvd. Suite 700 Fort Lee, NJ 07024  
 9266549 Uline 12575 Uline Drive Pleasant Prairie, WI 53158  
 9268315 UniPro Foodservice, Inc. Attn.: Tracy Britton 2500 Cumberland Pkwy., SE, Suite 600 Atlanta, GA 30339  
 9266550 Unipro Foodservice PO Box 405762 Atlanta, GA 30384-5762  
 9266551 Unipro Foodservice Inc Nesp Payment Atlanta, GA 30384-5762  
 9266552 United Rentals Attn: Maria Anderson 10330 David Taylor Drive Charlotte, NC 28262  
 9266553 United States AttorneyS Office For The District Center 157 Church Street Floor 25 New Haven Office Connecticut Financial New Haven, CT 06510  
 9281194 Univar Solutions 6000 Parkwood Pl Dublin, OH 43016  
 9266554 Univar Usa 175 Terminal Rd Providence, RI 02905  
 9266555 Universal Pure Holdings LLC 65 Chamberlain Hwy Meriden, CT 06451  
 9266556 Untadiwala, Rehana Address Redacted  
 9266557 Updike, Kelly And Spellacy, Pc 100 Pearl Street, 17Th Floor Hartford, CT 06123-1277  
 9266547 Us Dept Of Agriculture Usda, Ams, Livestock St Louis, MO 63179-0304  
 9266548 Us Durum Milling PO Box 203391 Dallas, TX 75320-3391  
 9266559 Usa Hauling And Recycling 15 Mullen Road Enfield, CT 06082  
 9266560 Usda, Ams, Dairy PO Box 790257 St Louis, MO 63179-0257  
 9266562 Valentin, Jakota Address Redacted  
 9266563 Van Drunen Farms Attn: Stephanie J. Harris 33 N. Dearborn Street, Suite 340 Chicago, Illinois 60602  
 9266564 Vazquez Dejesus, Pedro Address Redacted  
 9266565 Vega, Miguel Address Redacted  
 9266566 Velazquez, Carlos M Address Redacted  
 9266567 Velez, Daniel Address Redacted  
 9266568 Velez, Luis Address Redacted  
 9266569 Viera, Brenda Address Redacted  
 9266570 Villanueva, Angel J Address Redacted  
 9266571 Vivar, Jaime R Address Redacted  
 9266572 Vyse, Martin Address Redacted  
 9276611 W.W. Grainger, Inc. 401 South Wright Road W4W R47 Janesville, WI 53546  
 9266573 Wade's Dairy Attn: Douglas Wade 1316 Barnum Avenue Bridgeport, CT 06610  
 9266574 Wales, Steven E Address Redacted  
 9266575 Walters, Ricardo Address Redacted  
 9266576 Waltham Services, Inc 817 Moody Street Waltham, MA 02453  
 9266577 Watkin, Erskine Address Redacted  
 9266578 Watson-Davidson, Chantau N Address Redacted  
 9266579 Waypoint 1707 Townhurst Drive Houston, TX 77403  
 9266580 Weglewski, Eva M Address Redacted  
 9266581 Wells Fargo Equipment Finance 800 Walnut Street MAC F0005-055 Des Moines, IA 50309  
 9266582 White, James F Address Redacted  
 9266583 Wiggins, Warren Address Redacted  
 9266584 Willette, John Address Redacted  
 9266585 Williams, David Antonio Address Redacted  
 9266586 Williams, Raushiek Address Redacted  
 9266587 Williams, Shaunte Address Redacted  
 9266588 Williams, Sonny B Address Redacted  
 9266589 Willis, Troy Address Redacted  
 9266590 Wilson, Kevin Address Redacted  
 9266591 Win, Nyut Address Redacted  
 9266592 Winans, Milane Address Redacted  
 9266593 Wint, Oneillia S Address Redacted  
 9266594 Witte, Craig R Address Redacted  
 9266595 Witwicki, Angela Address Redacted  
 9266596 Woods, Anthony Address Redacted  
 9266597 Wshm-Cbs3 1300 Liberty Street Springfield, MA 01104  
 9266639 Yankee Gas Services Company d/b/a Eversource Energy Eversource Energy Legal Dept. Attn: Honor S. Heath, Esq. 107 Selden Street Hartford, CT 06037  
 9266598 Yawson, Prince Address Redacted  
 9266599 Young, Denton E Address Redacted  
 9266600 Zaldivar, Julio R Address Redacted  
 9266601 Zavaleta, Santiago J Address Redacted  
 9266602 Zehra, Syeda Address Redacted  
 9266603 Zeisler And Zeisler Pc Attn: Eric Hensey 10 Middle Street 15Th Floor Bridgeport, CT 06604