

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

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

**STIPULATION AND AGREED ORDER BETWEEN THE WIND-DOWN DEBTORS  
AND PARTS AUTHORITY, LLC**

The above-captioned wind-down debtors (collectively, the “Debtors”) and Parts Authority, LLC (“Parts Authority,” and together with the Debtors, the “Parties”), enter into this stipulation (the “Stipulation”) and consent to entry of the agreed order below (the “Order”), as follows:

## BACKGROUND

1. On January 31, 2023 (the “Petition Date”), the Debtors filed voluntary petitions under chapter 11 of Title 11 of the United States Code (the “Bankruptcy Code”), in the United States Bankruptcy Court for the Southern District of Texas (the “Court”), initiating the above-captioned, jointly administered bankruptcy cases.

2. Parts Authority and the Debtors are party to certain vendor agreements, pursuant to which Parts Authority sold certain goods to the Debtors.

3. On June 16, 2023, the Court entered its *Order Confirming the Third Amended Combined Disclosure Statement and Joint Plan of Liquidation of IEH Auto Parts Holding LLC and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 749]

<sup>1</sup> The Wind-Down Debtor's service address is: 5330 Carmel Crest Lane, Charlotte, North Carolina 28226. All pleadings related to these chapter 11 cases may be obtained from the website of the Wind Down Debtor's claims and noticing agent at <https://www.kccllc.net/autoplus>.



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(the “Confirmation Order”) confirming the *Combined Plan and Disclosure Statement* (the “Plan”) [Docket No. 442] of the Debtors.<sup>2</sup>

4. The “Effective Date” of the Plan occurred on October 6, 2023 [Docket No. 922].

5. On April 20, 2023, Parts Authority filed Proof of Claim No. 544 (the “Claim”), totaling to \$600,322.27, of which (a) \$394,219.17 was asserted as a § 503(b)(9) administrative priority claim (the “503(b)(9) Claim”) for the value of goods provided to the Debtors in the ordinary course of business in the twenty-day period preceding the Petition Date, and (b) \$206,103.10 was asserted as a general unsecured claim (the “GUC Claim”).<sup>3</sup>

6. Upon a reconciliation of the 503(b)(9) Claim, and arms’ length, good faith negotiations, the Debtors and Parts Authority have agreed to fully and finally compromise and settle the 503(b)(9) Claim to avoid further litigation and intend for this Stipulation to dispose of the entirety of the 503(b)(9) Claim, with any remainder of the 503(b)(9) Claim to disallowed.

7. The GUC Claim, having been resolved between Parts Authority and Michael D. Warner, solely in his capacity as trustee (the “GUC Trustee”) of the Auto Parts GUC Trust (the “GUC Trust”) pursuant to the *Stipulation and Agreed Order by and Among GUC Trustee and Parts Authority, LLC* [Docket No. 191], shall remain unaffected by this Stipulation.

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<sup>2</sup> Capitalized terms not defined herein shall have the meanings provided in the Plan unless otherwise noted.

<sup>3</sup> For purposes of clarity, this Stipulation resolves only the portion of the Claim asserted as an administrative expense claim under 11 U.S.C. § 503(b)(9). The GUC Claim has been resolved pursuant to *Stipulation and Agreed Order by and AMONG GUC Trustee and Parts Authority, LLC* [Docket No. 191]. To be clear, this Stipulation does not pertain to or in any way affect the GUC Claim.

**IT IS STIPULATED AND AGREED, AND UPON APPROVAL AND ENTRY BY THE BANKRUPTCY COURT OF THIS STIPULATION, IT IS ORDERED AS FOLLOWS:**

1. The Stipulation is approved and its terms incorporated into this Order.
2. Parts Authority has an allowed administrative expense claim pursuant to section 503(b)(9) in the amount of \$250,000.00 (the “Allowed 503(b)(9) Claim”). For the avoidance of doubt, the portion of the Claim allowed administrative priority treatment pursuant to section 503(b)(9) in this case is capped at \$250,000.00.
3. The remainder of the 503(b)(9) Claim, that is the 503(b)(9) Claim less the Allowed 503(b)(9) Claim, totaling \$144,219.17, shall be disallowed.
4. The GUC Claim, having been resolved between Parts Authority and the GUC Trustee pursuant to the *Stipulation and Agreed Order by and Among GUC Trustee and Parts Authority, LLC* [Docket No. 191], shall remain unaffected by this Stipulation.
5. The Claims and Noticing Agent is authorized and directed to update the Claims Register to reflect the changes to the 503(b)(9) Claim set forth herein.
6. The Debtors shall pay the full amount of the Allowed 503(b)(9) Claim to Parts Authority as soon as practicable within fourteen (14) business days after entry of this Stipulation and Order, as authorized by the confirmed Plan in these chapter 11 cases, which shall be in full satisfaction of the 503(b)(9) Claim.
7. The Parties are authorized to take all actions necessary or appropriate to effectuate the terms of the Stipulation and Agreed Order.
8. The terms and conditions of the Stipulation and Order shall be immediately effective and enforceable upon entry by the Court.

9. This Order is binding upon and for the benefit of the Parties and their respective successors, agents, assigns, including bankruptcy trustees and estate representatives, and any parent, subsidiary, or affiliated entity of the Parties (for which such Party is legally entitled to bind such parent, subsidiary or affiliated entity of the Party under applicable law).

10. This Stipulation and Order constitutes the entire agreement between the Parties with respect to the 503(b)(9) Claim and supersedes all prior discussions, agreements, and understandings, both written and oral, among the Parties with respect thereto.

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

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

**IT IS SO ORDERED.**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Christopher M. Lopez  
United States Bankruptcy Judge

**AGREED TO ON JUNE 13, 2025 BY:**

*/s/ Zachary McKay*

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**COUNSEL TO THE WIND-DOWN DEBTORS**

-and-

*/s/ Nora J. McGuffey*

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