

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

In re:)	Chapter 11
AUTO PLUS AUTO SALES LLC, <i>et al.</i> ¹)	Case No. 23-90055 (CML)
Wind-Down Debtors.)	(Jointly Administered)

NOTICE OF HEARING IN CASE NO. 4:23-cv-4787; IN RE: PROFESSIONAL FEE MATTERS CONCERNING THE JACKSON WALKER LAW FIRM

Patrick Bartels, as Plan Agent (the “Plan Agent”) for the Wind Down Debtors in the above-captioned, jointly administered case, hereby files this *Notice of Hearing in Case No. 4:23-cv-4787; In re: Professional Fee Matters Concerning the Jackson Walker Law Firm*, as follows:

On September 24, 2025, the Plan Agent filed his Motion for Entry of Order Approving Compromise of Controversy Under Bankruptcy Rule 9019 (the “9019 Motion”) [Docket No. 97 in Civil Action No. 4:23-cv-4787]. A copy of the 9019 Motion is attached hereto as **Exhibit A**.

On January 14, 2026, Chief United States Bankruptcy Judge Eduardo V. Rodriguez entered an Order Setting In-Person Evidentiary Hearing (“Order”) [Docket No. 156 in Civil Action No. 4:23-cv-4787]. A copy of the Order is attached hereto as **Exhibit B**. Among other things, the Order set an evidentiary hearing on the 9019 Motion.

¹ The Wind-Down Debtor entities in jointly administered Bankruptcy Case No. 23-90055 (formerly Bankruptcy Case No. 23-90054), styled *In re Auto Plus Auto Sales LLC (formerly In re IEH Auto Parts Holding, LLC, et al.)* are: IEH Auto Parts Holding LLC (6529); AP Acquisition Company Clark LLC (4531); AP Acquisition Company Gordon LLC (5666); AP Acquisition Company Massachusetts LLC (7581); AP Acquisition Company Missouri LLC (7840); AP Acquisition Company New York LLC (7361); AP Acquisition Company North Carolina LLC (N/A); AP Acquisition Company Washington LLC (2773); Auto Plus Auto Sales LLC (6921); IEH AIM LLC (2233); IEH Auto Parts LLC (2066); IEH Auto Parts Puerto Rico, Inc. (4539); and IEH BA LLC (1428). The Wind- Down Debtors’ service address is: 5330 Carmel Crest Lane, Charlotte, North Carolina 28226.



PLEASE TAKE NOTICE that pursuant to the Order, the Court will conduct an in-person, evidentiary hearing on Tuesday, March 17, 2026, at 9:00 a.m. (Central Standard Time), at the Bob Casey Federal Building, Courtroom No. 401, 515 Rusk, Houston Texas, 77002, concerning, *inter alia*, the 9019 Motion. Additional information regarding electronic participation is detailed in the Order.

DATED: January 21, 2026

Respectfully submitted,

McCLOSKEY ROBERSON WOOLLEY, PLLC

By: /s/ Thomas A. Woolley, III

Thomas A. Woolley, III

SBOT: 24042193

rwoolley@mrwpllc.com

Timothy M. McCloskey

SBOT: 13417650

tmccloskey@mrwpllc.com

Carissa N. Brewster

SBOT: 24122933

cbrewster@mrwpllc.com

190 T.C. Jester Blvd., Suite 400

Houston, Texas 77007

713-337-3900

713-337-3915 (fax)

Attorneys for Patrick Bartels, as Plan Agent

Certificate of Service

I certify that on January 21, 2026, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ Thomas A. Woolley, III

Thomas A. Woolley, III

Exhibit A

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re: §
§
PROFESSIONAL FEE MATTERS § Civil Action No. 4:23-cv-04787
CONCERNING THE JACKSON §
WALKER LAW FIRM §
§

MOTION FOR ENTRY OF ORDER APPROVING COMPROMISE OF
CONTROVERSY UNDER BANKRUPTCY RULE 9019

TO THE HONORABLE ALIA MOSES, CHIEF UNITED STATES DISTRICT JUDGE:

Patrick Bartels, as Plan Agent (the “Plan Agent”) for the Wind-Down Debtors¹ in jointly administered Case No. 23-90055, *In re Auto Plus Auto Sales LLC (formerly In re IEH Auto Parts Holding, LLC, et al.)*, files this Motion for Entry of Order Approving Compromise of Controversy under Bankruptcy Procedure 9019 (the “Motion”) and respectfully states as follows:

Summary of Relief Requested

1. The Trustee seeks entry of an order approving the Settlement Agreement and Release (the “Settlement Agreement”) between the Plan Agent and Jackson Walker, LLP (“JW”). Pursuant to the terms of the Settlement Agreement, JW will pay the Trustee the total amount of \$500,000.00 (the “Settlement Amount”) and the parties will exchange mutual releases.
2. A copy of the Settlement Agreement is attached as Exhibit A to the proposed order attached to this Motion.

¹ The Wind-Down Debtor entities in jointly administered Bankruptcy Case No. 23-90055 (formerly Bankruptcy Case No. 23-90054), styled *In re Auto Plus Auto Sales LLC (formerly In re IEH Auto Parts Holding, LLC, et al.)* are: IEH Auto Parts Holding LLC; AP Acquisition Company Clark LLC; AP Acquisition Company Gordon LLC; AP Acquisition Company Massachusetts LLC; AP Acquisition Company Missouri LLC; AP Acquisition Company New York LLC; AP Acquisition Company North Carolina LLC; AP Acquisition Company Washington LLC; Auto Plus Auto Sales LLC; IEH AIM LLC; IEH Auto Parts LLC; IEH Auto Parts Puerto Rico, Inc.; and IEH BA LLC.

Jurisdiction and Venue

3. This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334. This is a core proceeding under 28 U.S.C. § 157.

4. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

5. The basis for the relief requested herein is Rule 9019² of the Federal Rules of Bankruptcy Procedure.

Background

A. The Auto Plus Cases.

6. On January 31, 2023 (the "**Petition Date**"), thirteen Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code.³ On February 1, 2023, the Bankruptcy Court entered an order authorizing the joint administration and procedural consolidation of the Chapter 11 Cases under the case of IEH Auto Parts Holding LLC, Case No. 23-90054 (the "**Bankruptcy Case**").

7. On March 2, 2023, the Debtors filed their Application to Retain Jackson Walker LLP as Counsel for the Debtors and Debtors in Possession [Bankr. Case No. 23-90054, Docket No. 181].

8. On March 28, 2023, the Bankruptcy Court entered an Order Authorizing the Retention and Employment of Jackson Walker LLP as Counsel for the Debtors and Debtors in Possession [Bankr. Case No. 23-90054, Docket No. 273].

² Article IV.A.3. of the Plan (defined below) provides that the Plan Agent may compromise or settle any claims without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules. Nonetheless, the Plan Agent files this Motion under Bankruptcy Rule 9019 and seeks approval from this Court to provide transparency to the Court and parties-in-interest with regard to their settlement with JW.

³ As of the Petition Date, Ms. Elizabeth Freeman was no longer a partner with JW.

9. On August 10, 2023, the Bankruptcy 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 (the “**Confirmation Order**”) [Bankr. Case No. 23-90054, Docket No. 749], confirming the Debtors’ Amended Chapter 11 Plan (the “**Plan**”) [Bankr. Case No. 23-90054, Docket No. 738]. On October 6, 2023, the Plan went effective (the “**Effective Date**”). Pursuant to the Plan, the Wind-Down Debtors shall continue in existence for purposes of resolving Claims that are not General Unsecured Claims and otherwise administering the Plan. *See* Plan at 25.

10. On September 29, 2023, JW filed its First and Final Fee Application for Allowance and Payment of Fees and Expenses as Counsel to the Debtors for the Period From January 31, 2023 Through June 16, 2023 [Bankr. Case No. 23-90054, Docket No. 911].

11. On November 4, 2023, the Bankruptcy Court entered a Final Order Granting Jackson Walker LLP’s First and Final Fee Application for Allowance and Payment of Fees and Expenses as Counsel to the Debtors for the Period from January 31, 2023 Through June 16, 2023 [Bankr. Case No. 23-90054, Docket No. 981].

B. The Miscellaneous Proceeding.

12. On or about November 3, 2023, Keven M. Epstein, the United States Trustee for Region 7 (the “**UST**”), filed his Motion for Relief From Judgment or Order Pursuant to Federal Rule of Civil Procedure 60(b)(6) and Federal Rule of Bankruptcy Procedure 9024 Approving Any Jackson Walker Applications For Compensation and Reimbursement of Expenses (the “**Rule 60(b) Motion**”) [Bankr. Case No. 23-90054, Docket No. 1471].

13. On December 8, 2023, a Case Management Order was entered noting that Chief Bankruptcy Judge Eduardo Rodriguez (“**Chief Judge Rodriguez**”) had commenced and would

preside over Miscellaneous Proceeding No. 23-00645, *In re Professional Fee Matters Concerning the Jackson Walker Law Firm* (the “**JW Proceeding**”) in the Bankruptcy Court.

14. On February 29, 2024, the U.S. Trustee filed his Amended Motion for (1) Relief from Judgment Pursuant to Federal Rule of Civil Procedure 60(b)(6) and Federal Rule of Bankruptcy Procedure 9024 Approving the Retention and Compensation Applications of Jackson Walker LLP, (2) Sanctions, and (3) Related Relief (the “**Amended Rule 60(b) Motion**”). The Rule 60(b) and the Amended Rule 60(b) Motions are referred to as the “**UST Motions.**”

15. On May 22, 2024, JW filed its Response in Opposition to the UST’s Motions [Bankr. Case No. 23-90054, Docket No. 1603].

16. On July 1, 2024, the UST filed his Reply to JW Response in Opposition [Bankr. Case No. 23-90054, Docket No. 1695].

17. On August 12, 2024, JW filed its Sur-Reply to the UST’s Reply [Bankr. Case No. 23-90054, Docket No. 1750].

18. JW disputes the merits of the UST’s Motion. JW also disputes any other basis to challenge JW’s employment and/or fee orders entered in the Chapter 11 Case or JW’s acts or omissions in relation to the Chapter 11 Case and asserts that the release and exculpation provisions of the confirmed Plan bar any potential claims against JW and relieve JW from any and all potential liability in relation to the Chapter 11 Case. The Plan Agent disagrees with JW’s alleged defenses and believes that the release and exculpation provisions of the Plan will provide no defense for JW in a trial of the UST Motions.

19. The Plan Agent and JW had arms-length communications over several months which resulted in the execution of the Settlement Agreement.

Proposed Settlement and Compromise

20. As more fully set forth in the Settlement Agreement, JW and the Plan Agent have agreed to the following:

- Within three (3) business days after the Effective Date in the Settlement Agreement, JW will pay the sum of \$500,000 (the “Settlement Payment”) to the Plan Agent; and
- The Plan Agent and JW will provide each other broad mutual releases, including any claims related to the relationship between Elizabeth Freeman and former Judge Jones.

Merits of Compromise

21. The merits of a proposed compromise should be judged under the criteria set forth in *Protective Comm. for Indep. Stockholders of TMT Trailer Ferry, Inc. v. Anderson*, 390 U.S. 414 (1968). *TMT Trailer* requires that a compromise must be “fair and equitable.” *TMT Trailer*, 390 U.S. at 424; *In re AWECO, Inc.*, 725 F.2d 293, 298 (5th Cir.), *cert. denied*, 469 U.S. 880 (1984). The terms “fair and equitable” mean that (i) senior interests are entitled to full priority over junior interests; and (ii) the settlement is reasonable in relation to the likely rewards of litigation. *In re Cajun Electric Power Coop.*, 119 F.3d 349, 355 (5th Cir. 1997); *In re Jackson Brewing Co.*, 624 F.2d 599, 602 (5th Cir. 1980).

22. In determining whether a proposed compromise is fair and equitable, a Court should consider the following factors:

- (i) the probabilities of ultimate success should the claim be litigated;
- (ii) the complexity, expense, and likely duration of litigating the claim;
- (iii) the difficulties of collecting a judgment rendered from such litigation;
- (iv) the paramount interests of the creditors, including each affected class’s relative benefits and the degree to which creditors either do not object to or affirmatively support the proposed settlement;

- (v) whether other parties in interest support the settlement;
- (vi) the competency and experience of counsel supporting, and the experience and knowledge of the bankruptcy judge reviewing, the settlement; the nature and breadth of releases to be obtained by [the settling party]; and
- (vii) the extent to which the settlement is the product of arm's length bargaining.

TMT Trailer, 390 U.S. at 424. The Plan Agent believes that the proposed settlement satisfies the requirements established by the Supreme Court in *TMT Trailer*.

Analysis of Proposed Compromise

A. Probabilities of Ultimate Success.

23. The Plan Agent believes that if the matter was fully litigated, there is a significant likelihood that the order approving JW's Final Fee Application will be vacated, thus opening up the possibility that JW would have to disgorge some of its fees from the Bankruptcy Cases. With that said, the Plan Agent acknowledges that former Judge Jones only served as the mediator in the Bankruptcy Cases; he was not the presiding judge. Nor was Ms. Freeman a partner at JW as the time the Bankruptcy Cases were commenced. These factors, among others, were considered by the Plan Agent. Additionally, JW has alleged numerous defenses to the claim and has expressed its commitment to fully defending through trial and appeal, if necessary. Accordingly, there are substantial questions concerning: (i) the amount of time it will take to litigate and/or recover against JW (including any applicable appeals); and (ii) the amount of recovery the Plan Agent will realize through litigation when balanced against the cost of continued litigation.

24. The Settlement Amount provides a significant recovery to the Plan Agent that will be distributed in accordance with the Plan. The settlement eliminates the risk in litigation and the cost of continued litigation with JW.

25. Both parties acknowledge that a certain degree of uncertainty always exists with respect to litigation. The Plan Agent believes that the proposed settlement and compromise fairly recognizes his anticipated recovery on the claims without continued litigation. The parties have attempted to achieve a resolution that minimizes the potential damage and risk to all parties.

26. The Plan Agent believes that the proposed compromise is in the best interest of the Wind-Down Debtors. The compromise provides for a payment by JW of \$500,000.00. Given the inherent risk in litigation, the Plan Agent believes this is a reasonable compromise. For these reasons, the Plan Agent believes this factor weighs in favor of the proposed compromise.

B. Complexity, Expense and Likely Duration.

27. The litigation is quite factually and legally complex, and it will undoubtedly be hotly contested at any trial and beyond. The litigation has already spanned almost two (2) years. As of this filing, no trial date has been set, thus requiring continued monitoring, which comes with its own accruing costs. Additionally, absent settlement, the Plan Agent will be forced to attend any future trial which would result in substantially more costs and fees being incurred by the Wind-Down Debtors.

28. More significantly, the JW Fee Dispute is one of the few remaining open items in the Bankruptcy Cases. Approval of this Settlement Agreement will allow for a quicker distribution to unsecured creditors and end the continued expenses that have been accruing, including but not limited to the UST's fees.

29. The Plan Agent believes this factor strongly weighs in favor of the proposed compromise.

C. Difficulties in Collection.

30. If a judgment were rendered in an amount sought by the Plan Agent, the Plan Agent believes he would be able to recover from JW. This factor is neutral with respect to the proposed compromise.

D. Paramount Interests of Creditors and Support of the Settlement.

31. The Plan Agent has conferred with counsel for the American Entertainment Properties Corp. (“**AEP**”) in the case. Pursuant to the terms of the Plan, AEP is the party in interest who will receive the largest portion of the funds from the settlement. Counsel for AEP has confirmed that it supports the proposed settlement.

E. Nature and Breadth of Releases.

32. The aim of the Settlement Agreement was to bring finality to the disputes between the Plan Agent and JW. Accordingly, the Settlement Agreement contains broad mutual releases between the Plan Agent and JW. Accordingly, the Trustee believes this factor supports the proposed settlement.

F. Competency, Experience, Knowledge, and Arms-Length Nature of Settlement.

33. Counsel for the Plan Agent and JW are competent and experienced in the Bankruptcy Code, Bankruptcy Rules, bankruptcy related litigation and the administration of bankruptcy estates. The Settlement Agreement was reached after twenty (20) months of litigation, over seven (7) months of discovery, and following extensive arms-length negotiations.

34. While uncertainty always exists with continued litigation, the Plan Agent believes that the Settlement Agreement fairly accounts for such risk and provides for the resolution of disputes without the need for continued litigation and its attendant costs and expenses. The Plan Agent has attempted to achieve a resolution that maximizes value for the Wind-Down Debtors.

The Plan Agent believes that the Settlement Agreement is fair, equitable, and in the best interest of the estates.

Accordingly, the Plan Agent requests that this Court approve the proposed settlement and compromise set forth above and grant such other relief as is just.

Dated: September 24, 2025.

Respectfully submitted,

McCLOSKEY ROBERSON WOOLLEY, PLLC

By: /s/ Thomas A. Woolley, III

Thomas A. Woolley, III

SBOT: 24042193

Timothy M. McCloskey

SBOT: 13417650

Carissa N. Brewster

SBOT: 24122933

190 TC Jester Blvd., Suite 400

Houston, TX 77007

713-337-3900

713-337-3915 (fax)

rwoolley@mrwpllc.com

tmccloskey@mrwpllc.com

cbrewster@mrwpllc.com

Counsel for Patrick Bartels, Plan Agent

Certificate of Service

I hereby certify that a true and correct copy of the foregoing was served via ECF on parties receiving ECF service in the above-referenced case on September 24, 2025.

/s/ Thomas A. Woolley, III

Thomas A. Woolley, III

Exhibit A

SETTLEMENT AGREEMENT AND RELEASE

This settlement agreement (the “Agreement”) dated September 23, 2025 is made and entered into by and between Jackson Walker LLP (“JW”) and Patrick Bartels (the “Plan Agent”), as Plan Agent for the Wind-Down Debtors (collectively with JW and the Plan Agent, the “Parties”), with respect to the bankruptcy cases jointly administered under Bankruptcy Case No. 23-90055 (formerly Bankruptcy Case No. 23-90054), styled *In re Auto Plus Auto Sales LLC* (formerly *In re IEH Auto Parts Holding, LLC, et al.*) (the “Bankruptcy Cases”), filed in the United States Bankruptcy Court for the Southern District of Texas.

RECITALS

A. On or about November 2-3, 2023, Kevin M. Epstein, the United States Trustee for Region 7 (the “U.S. Trustee”), filed motions that sought, among other relief, the vacatur of orders approving JW’s retention as counsel and/or JW’s fee applications pursuant to Rule 60(b)(6) of the Federal Rules of Civil Procedure, in various bankruptcy proceedings where (a) former Judge Jones served as the presiding judge or court-appointed mediator, and (b) JW served as estate-retained counsel. The U.S. Trustee also filed related motions seeking to withdraw the reference of the Rule 60(b) motions.

B. On February 29, 2024 and March 29, 2024, the U.S. Trustee filed (a) amended Rule 60(b)(6) motions in certain of the above-referenced cases, (b) initial Rule 60(b)(6) motions in certain other cases, including the above-referenced Bankruptcy Cases, and (c) objections to JW’s then pending final fee applications in the remaining cases (collectively, the “Relevant Cases”). All such motions and objections filed by the U.S. Trustee are collectively referred to herein as the “U.S. Trustee Filings”.

C. On May 22, 2024, JW filed its response in opposition to the U.S. Trustee Filings in each of the Relevant Cases.

D. On July 1, 2024, the U.S. Trustee filed his reply in further support of the U.S. Trustee Filings and, on August 12, 2024, JW filed its sur-reply in further opposition to the U.S. Trustee Filings.

E. The Parties dispute whether there is merit to the U.S. Trustee Filings or any other basis to challenge JW’s employment and/or fee orders entered in the Bankruptcy Cases or JW’s acts or omissions in relation to the Bankruptcy Cases, including, without limitation, whether the release and exculpation provisions of the confirmed plan bar any potential claims against JW and relieve JW from any and all potential liability in relation to the Bankruptcy Cases (collectively, the “Bankruptcy Disputes”).

F. The Parties engaged in discovery from May 2024 through December 2024, and a trial on the issue of vacatur of JW’s final fee applications as raised in the U.S. Trustee Filings was initially set before the Honorable Chief Judge Rodriguez in May 2025.

G. On April 9, 2025, Chief District Court Judge Alia Moses entered a *Memorandum Opinion and Order* withdrawing the Rule 60(b) motions, including the motion filed in the

Bankruptcy Case, to the District Court under Civil Action No. 4:23-CV-4787-AM (the “District Court” or “District Court Proceeding”, as applicable).

H. In order to avoid the further time, substantial expense, and uncertainties of continued litigation and to avoid the substantial stress and distraction of continued litigation, the Parties desire to fully and completely settle the disputes between them on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual terms and covenants set forth in this Agreement, the receipt and sufficiency of which is respectively hereby acknowledged, and intending to be legal bound hereby, the Parties, as applicable, hereby agree as follows:

1. Recitals. The above recitals are incorporated herein by reference.
2. Effective Date.

(a) The effective date of this Agreement (the “Effective Date”) is the first day as of which all of the following conditions have been satisfied or, to the extent permitted herein, are waived: (i) all Parties have executed and exchanged each Party’s signature pages to this Agreement; and (ii) the Bankruptcy Court or District Court, as applicable, has entered an order (the “Approval Order”) approving all terms of this Agreement and overruling any objections to approval of this Agreement and such order has become a Final Order (as hereafter defined). For purposes of this Agreement, the Approval Order will become a “Final Order” when: (x) fourteen (14) days (as computed in accordance with Fed. R. Bankr. P. 9006) shall have passed from the date of the entry of the Approval Order, and (y) either (i) the time to file a timely appeal under Fed. R. Bankr. P. 8002 from the Approval Order passes and no such timely appeal is filed, or (ii) if a timely appeal is filed, then all timely filed appeals have been dismissed with prejudice or the Approval Order is affirmed on appeal and is not subject to further timely appellate review. If the Effective Date does not occur: (a) the Parties shall revert, without prejudice to or waiver of any right, to their respective positions immediately prior to the execution of this Agreement; and (b) neither this Agreement nor evidence of its terms shall be admissible for any purpose in the Bankruptcy Cases, the District Court Proceeding, or any other action or proceeding.

(b) With respect to the forgoing paragraph, the Parties will in good faith exercise all reasonable efforts required of such Party to obtain the entry of the Approval Order, including executing and delivering any motions, declarations, testimony, or other items of support reasonably required in connection therewith, and attending any related hearings related to approval of the Settlement Motion (defined below). Consistent with the preceding sentences, the Plan Agent will promptly prepare a motion to approve compromise of controversy pursuant to Federal Rule of Bankruptcy Procedure 9019 or such other applicable rule(s) as may be applicable (the “Settlement Motion”). Before the Settlement Motion is filed, JW

will be given an opportunity to review and comment on the Settlement Motion. The Settlement Motion and related Approval Order shall be in form and substance acceptable to both Parties. For the avoidance of doubt, the Settlement Motion, Approval Order and any related arguments or testimony provided in support of the same shall make clear that this Agreement resolves all issues and claims between the Plan Agent and JW, including all claims and causes of action related to the allegations contained in the U.S. Trustee Filings as to the Bankruptcy Cases, and that this Agreement meets the standards required for approval under Rule 9019 of the Bankruptcy Rules.

3. Settlement Payment. Within three (3) business days after the Effective Date, JW shall pay or cause to be paid to the Plan Agent (receipt of which shall be promptly confirmed by the Plan Agent) the sum of \$500,000.00 (the "Settlement Payment"). Payment shall be made payable to the Plan Agent's account by wire transfer using wire transfer instructions separately provided to JW. The Settlement Payment shall be paid to the Plan Agent and distributed pursuant to the terms of the confirmed plan in the Bankruptcy Cases.

4. Mutual Releases.

- (a) *Release in Favor of JW.* Upon receipt of the entire Settlement Payment, and for the consideration described herein, and except for those obligations created by or arising out of this Agreement, the Plan Agent on behalf of the Wind-Down Debtors hereby releases, acquits, and forever discharges JW and its respective predecessors in interest, successors, affiliates, estates, directors, officers, employees, agents, heirs, executors, representatives, insurers, reinsurers, attorneys, partners, associates, staff members, and assigns from any and all actions, suits, debts, covenants, contracts, controversies, agreements, promises, duties, obligations, claims, sanctions, issues, demands, damages, injuries, losses, liabilities, expenses, attorneys' fees and causes of action of any kind, whether arising in contract, in tort, by statute, at law, in equity, or otherwise, and whether fixed or contingent, liquidated or unliquidated, known or unknown, concealed or revealed, discovered or undiscovered, actual or potential, direct or indirect, material or immaterial, disputed or undisputed, arising out of, related to, based upon, by reason of, or in any way involving any act, matter, transaction, occurrence, or event before the Effective Date, including but not limited to any and all claims and causes of action that relate to or arise from the Bankruptcy Cases, the U.S. Trustee Filings, the Bankruptcy Disputes, or the relationship between Ms. Freeman and former Judge Jones, which for the avoidance of doubt includes all such claims, causes of action and allegations that may be held by the Plan Agent against JW related to any breach of fiduciary duty, negligence, gross negligence, malpractice, fraud (or similar fraud based claims), and/or requests for sanctions.
- (b) *Release in Favor of the Plan Agent and the Wind-Down Debtors.* On the Effective Date, and for the consideration described herein, and except for those obligations created by or arising out of this Agreement, JW hereby

releases, acquits, and forever discharges the Plan Agent and Wind-Down Debtors and their respective predecessors in interest, successors, affiliates, estates, directors, officers, employees, agents, heirs, executors, representatives, insurers, reinsurers, attorneys, partners, associates, staff members, and assigns from any and all actions, suits, debts, covenants, contracts, controversies, agreements, promises, duties, obligations, claims, sanctions, issues, demands, damages, injuries, losses, liabilities, expenses, attorneys' fees and causes of action of any kind, whether arising in contract, in tort, by statute, at law, in equity, or otherwise, and whether fixed or contingent, liquidated or unliquidated, known or unknown, concealed or revealed, discovered or undiscovered, actual or potential, direct or indirect, material or immaterial, disputed or undisputed, arising out of, related to, based upon, by reason of, or in any way involving any act, matter, transaction, occurrence, or event before the Effective Date, including but not limited to any and all claims, causes of action and allegations that relate to or arise from the Bankruptcy Cases, the U.S. Trustee Filings, the Bankruptcy Disputes, or the relationship between Ms. Freeman and former Judge Jones.

5. Bar. The Parties agree that this Agreement may be pleaded as a complete bar to any action or suit before any court or administrative body, with respect to any claim or cause of action under federal, state or other law relating to any possible claim by the Plan Agent or Wind-Down Debtors against JW or any other released parties, except that this Agreement may not be pleaded as a bar to any claims or causes of action that arise in connection with performance, non-performance and/or breach of this Agreement.

6. *Express Waiver of Fraudulent Inducement Claims.*

THE PARTIES EXPRESSLY WAIVE ANY FRAUDULENT INDUCEMENT CLAIMS RELATED TO THIS AGREEMENT. THE PARTIES EXPRESSLY DISCLAIM RELIANCE UPON ANY FACTS, PROMISES, UNDERTAKINGS, REPRESENTATIONS OR OMISSIONS OF ANY KIND MADE BY ANY OTHER PARTY OR ITS AGENTS, REPRESENTATIVES, OR ATTORNEYS PRIOR TO THE DATE OF EXECUTION OF THIS AGREEMENT WHICH ARE NOT EXPRESSLY SET FORTH OR REFERENCED HEREIN. THE PARTIES ARE RELYING EXCLUSIVELY ON THEIR OWN JUDGMENT IN ENTERING INTO THIS AGREEMENT.

MOREOVER, THE PARTIES ALL AGREE, REPRESENT, AND WARRANT THAT: (1) THE TERMS OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE PARTIES' WAIVER OF RELIANCE, WERE NEGOTIATED AND ARE NOT MERE BOILER PLATE; (2) THE PARTIES HAVE SPECIFICALLY DISCUSSED THE ISSUES WHICH ARE THE TOPIC OF THE LAWSUIT AND THIS AGREEMENT; (3) ALL PARTIES ARE REPRESENTED BY COMPETENT COUNSEL; (4) THIS AGREEMENT AND ANY

AGREEMENTS RELATING TO THE UNDERLYING LAWSUIT AMOUNT TO AN ARM'S LENGTH TRANSACTION; AND (5) THE PARTIES ARE SOPHISTICATED AND KNOWLEDGEABLE IN BUSINESS MATTERS.

7. No Admission / Liability Denied. This settlement is made to avoid the uncertainties, annoyance, and expense of further litigation. The payment of the consideration by or on behalf of JW and/or the execution of the Settlement Agreement is not, and is not to be construed, as an admission of liability, which is expressly denied. This Agreement and/or its terms shall not be admissible in any proceeding against any Party, except in any proceeding to approve, construe, interpret or enforce the settlement or any of its terms.

8. Representations and Warranties. The following representations and warranties in this Agreement shall survive its execution and performance.

(a) *Representations and Warranties by the Plan Agent.*

- (i) Subject to approval by the Bankruptcy Court or District Court, as applicable, the Plan Agent has all requisite power and authority to execute, deliver and perform this Agreement and the transactions contemplated herein and the execution, delivery and performance by it of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by all necessary corporate and/or partnership action on the part of the Wind-Down Debtors;
- (ii) Subject to approval by the Bankruptcy Court or District Court, as applicable, the execution, delivery and performance by the Plan Agent of this Agreement and the consummation of the transactions contemplated herein will not, with or without the giving of notice or the lapse of time, or both, require any consent, approval, authorization, exemption or waiver, violate any provision of any law, rule, regulation or any order, judgment or decree to which the Wind-Down Debtors may be subject; or conflict with, or result in, a breach or default under any term or condition of any agreement or instrument to which the Plan Agent is a party to which the Wind-Down Debtors may be bound;
- (iii) The Plan Agent and the Wind-Down Debtors are the only person or entity who, to the Plan Agent's knowledge, has any interest in any claims, causes of action, costs or demands herein released and none of such claims, causes of action, costs or demands, nor any part thereof, have been assigned, granted or transferred in any way to any person, persons, entity or entities; *provided however*, that JW acknowledges that the U.S. Trustee has also asserted claims against JW in the pending Rule 60 Motions, including the Rule 60 Motion filed in the Bankruptcy Cases; and

- (iv) the Plan Agent has freely and voluntarily entered into this Agreement and has been fully advised by his attorneys concerning the Wind-Down Debtor's rights and have further been advised by his attorneys as to the terms and effects of this Agreement.
- (b) *Representations and Warranties by JW.*
 - (i) JW has all requisite power and authority to execute, deliver and perform this Agreement and the transactions contemplated herein and the execution, delivery and performance by it of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by all necessary corporate and/or partnership action on the part of JW;
 - (ii) The execution, delivery and performance by JW of this Agreement and the consummation of the transactions contemplated herein will not, with or without the giving of notice or the lapse of time, or both, require any consent, approval, authorization, exemption or waiver, violate any provision of any law, rule, regulation or any order, judgment or decree to which JW may be subject; or conflict with, or result in, a breach or default under any term or condition of any agreement or instrument to which JW is a party to which JW may be bound;
 - (iii) The Plan Agent and the Wind-Down Debtors are the only person or entity who, to JW's knowledge, has any interest in any claims, causes of action, costs or demands herein released and none of such claims, causes of action, costs or demands, nor any part thereof, have been assigned, granted or transferred in any way to any person, persons, entity or entities; *provided however*, that the Plan Agent and Wind-Down Debtors acknowledge that the U.S. Trustee has also asserted claims against JW in the pending Rule 60 Motions, including the Rule 60 Motion filed in the Bankruptcy Cases; and
 - (iv) JW has freely and voluntarily entered into this Agreement and has been fully advised by its attorneys concerning JW's rights and have further been advised by its attorneys as to the terms and effects of this Agreement.

9. Notice in the Miscellaneous Proceeding or Bankruptcy Case. Within three (3) business days after the Effective Date, the Plan Agent may file a notice in the Bankruptcy Cases or the miscellaneous proceeding captioned *In re Professional Fee Matters Concerning the Jackson Walker Law Firm*, Case No. 23-00645, previously pending before the Honorable Chief Judge Rodriguez in the Bankruptcy Court (the "Miscellaneous Proceeding"), as may be applicable, attaching a copy of the Final Order and notifying the applicable judge of the settlement of the

claims related to the Rule 60(b) motion and the Bankruptcy Cases. The Plan Agent may file a notice in the Bankruptcy Cases and/or the Miscellaneous Proceeding, as applicable, in advance of the Approval Order becoming a Final Order informing the applicable pending judge of the settlement and this Agreement.

10. Cooperation. The Parties will cooperate with each other to give effect to the Agreement.

11. Retention of Jurisdiction. The Bankruptcy Court or District Court, as applicable, shall retain exclusive jurisdiction over this Agreement and the Approval Order and any disputes or claims related to or arising from the foregoing.

12. Return of Documents / Prohibition on Further Disclosure of Discovery Materials. Within 30 days of the Effective Date, the Plan Agent and his counsel, and any employee of any of the foregoing persons or entities shall (a) destroy or return to JW all material in their possession produced by JW in this case designated as "Confidential Information" in accordance with the Protective Order in the Miscellaneous Proceeding or Bankruptcy Cases, if any, including Confidential documents and data produced in discovery, deposition transcripts and exhibits, and designated trial exhibits and (b) be prohibited from sharing, producing, or displaying any materials produced by JW in discovery in connection with the Miscellaneous Proceeding or Bankruptcy Cases to any third party.

13. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Texas, except that any conflict of law rule of that jurisdiction that requires reference to the laws of some other jurisdiction must be disregarded.

14. Dispute Resolution. Any dispute, action or proceeding arising out of or relating to this Agreement shall be within the exclusive jurisdiction of the Bankruptcy Court or District Court, as applicable.

15. Successors and Assigns. This Agreement accrues to the benefit of and is binding on the Parties and their respective successors, successors in interest, and assigns.

16. Headings and Construction. Headings in this Agreement are for convenience and are not to be used in construing this Agreement. This Agreement shall not be construed or interpreted against any Party, either by having drafted this Agreement or otherwise, but shall be construed and interpreted as to give the fullest effect to the releases and undertakings set forth herein.

17. Entire Agreement / No Oral Agreements. The Parties acknowledge that this Agreement constitutes the entire agreement between the Parties in respect of settling the matters and claims as provided herein, and that there are no other oral or written representations not fully expressed in the Agreement in respect of such matters. The Parties have not relied on any facts, statements, or the failure by any Party to make statements or disclose facts, in entering into this Agreement. No extrinsic evidence whatsoever may be introduced in any judicial proceeding involving the construction or interpretation of this Agreement. No waiver, amendment or modification of this Agreement shall be binding unless made in writing and signed by all Parties.

18. Expenses, Fees, and Costs. The Parties shall pay their own costs, expenses, and attorneys' fees incurred in the prosecution, defense, and settlement of this matter, except to the extent such monies are included in amounts paid pursuant to this Agreement.

19. Severability. Should any clause, paragraph, or part of this Agreement be held or declared by a court of competent jurisdiction to be void or illegal for any reason, all other clauses, paragraphs, or parts of this Agreement which can be performed or effective without such illegal clause, paragraph, or part, shall nevertheless remain in full force and effect.

20. Waiver. The failure by any Party to enforce any term or provision of this Agreement shall not constitute a waiver of the right to enforce the same term or provision, or any other term or provision, thereafter. No waiver by any Party of any term or provision of this Agreement shall be deemed or shall constitute a waiver of any other provision of this Agreement, whether or not similar, nor shall any such waiver constitute a continuing waiver unless otherwise expressly provided in writing.

21. Counterparts. This Agreement may be executed in counterparts and each executed counterpart shall be effective as the original. All faxed, emailed, or electronic signatures affirming this Agreement constitute an original signature.

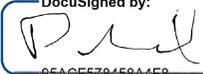
IN WITNESS WHEREOF, the Parties have entered into this Agreement intending to be bound by their obligations as set forth in this Agreement.

EXECUTED in multiple originals on the dates set forth below.

[Signature blocks on next page]

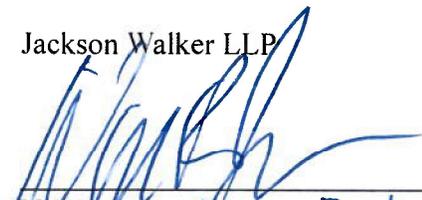
Patrick Bartels, as Plan Agent for the Wind-Down Debtors, and not in his individual capacity

DATED: 9/23/2025

DocuSigned by:

95ACF570458A4F8...

Jackson Walker LLP

DATED: 9/23/2025


Name: William R. Jenkins, Jr.
Title: Partner & General Counsel

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re: §
§
PROFESSIONAL FEE MATTERS § Civil Action No. 4:23-cv-04787
CONCERNING THE JACKSON §
WALKER LAW FIRM §
§

**ORDER APPROVING
COMPROMISE AND SETTLEMENT WITH JACKSON WALKER, LLP
(relates to Docket No. ____)**

The Court has considered the Motion to Compromise Controversy under Bankruptcy Rule 9019 with Jackson Walker, LLP (“JW”) filed by Patrick Bartels, as Plan Agent (the “Plan Agent”) for the Wind-Down Debtors in jointly administered Bankruptcy Case No. 23-90055 (formerly Bankruptcy Case No. 23-90054), styled *In re Auto Plus Auto Sales LLC (formerly In re IEH Auto Parts Holding, LLC, et al.)*. The Court finds that notice of the proposed compromise is sufficient. The proposed compromise meets the requirements for a compromise as outlined in *Protective Comm. for Indep. Stockholders of TMT Trailer Ferry, Inc. v. Anderson*, 390 U.S. 414 (1968).

Accordingly, it is therefore **ORDERED THAT:**

1. The Motion to Compromise Controversy under Bankruptcy Rule 9019 with Jackson Walker, LLP is **GRANTED**.
2. The Settlement Agreement attached hereto as **Exhibit A** is hereby approved, and the Trustee is authorized to enter into and consummate the Settlement Agreement.
3. All objections, statements, or reservations of rights regarding, or other responses to the Motion or the relief granted herein that have not been withdrawn with prejudice, waived, or settled, are overruled and denied on the merits with prejudice
4. Each party shall bear its respective fees and costs.
5. All parties to this compromise and settlement shall execute and deliver all documents reasonably necessary to effectuate the intent of this compromise and settlement.
6. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

Signed:

Exhibit B

ENTERED

January 15, 2026

Nathan Ochsner, Clerk

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

IN RE:

§
§
§
§

CASE NO: 4:23-CV-4787

Professional Fee Matters Concerning the
Jackson Walker Law Firm

**ORDER
SETTING IN-PERSON EVIDENTIARY HEARING**

In her January 5, 2026 Order¹, the Honorable Chief District Judge Alia Moses tasked this court with issuing a report and recommendation as to (I) whether ten pending Settlement Motions should be approved before adjudicating the merits of the U.S. Trustee's Vacatur Motions; or, (II) whether an alternative to approval exists that would best serve the interests of the affected parties while preserving the merits of the Vacatur Motions. Accordingly, it is therefore

ORDERED that

1. **Objections:** The United States Trustee may file any objections to the Settlement Motions in Case No. 21-90054 Strike; Case No. 23-90055 Auto Plus Auto Sales; and Case No. 20-32564 Stage Stores; no later than **Thursday, January 22, 2026** and in Case No. 22-90032 GWG no later than **Wednesday, April 1, 2026**. Any responses to any objections must be filed no later than **Thursday, January 29, 2026**. Any responses to the objection filed in Case No. 22-90032 GWG must be filed no later than **Wednesday, April 15, 2026**.
2. **Limited Discovery:** will be permitted in this matter. The United States Trustee must serve its written discovery, if any, no later than **Thursday, January 22, 2026**. Responses to written discovery must be completed no later than **Thursday, February 5, 2026**. Depositions must be taken no later than **Tuesday, February 17, 2026**.
3. On **Tuesday, March 17, 2026, at 9:00 a.m. (Central Standard Time)**, an in-person evidentiary hearing shall be held before the United States Bankruptcy Court, Bob Casey

¹ Case No. 4:23-CV-4787, ECF No. 140 at 1.

Federal Building, **COURTROOM NO. 401**, 515 Rusk, Houston Texas, 77002 on the following matters and to be heard in the following order:

I. ALTERNATIVES TO APPROVAL OF THE SETTLEMENT MOTIONS

- i. “Whether an alternative exists that would best serve the interests of the affected parties while preserving the merits of the Vacatur Motions.”²

II. THE SETTLEMENT MOTIONS

- ii. **20-20184 & 25-2002 – Old Copper Co. Inc.**: “Motion for Order Approving Compromise and Settlement Pursuant to the Bankruptcy Rule 9019” filed on September 11, 2025, by Old Copper Company Inc. F/K/A J. C. Penney Company Inc. and Copper Sub Corporation, Inc. F/K/A J. C. Penney Corporation, Inc., As Wind Down Debtors In J. C. Penney Direct Marketing Services LLC, by and through its Plan Administrators.³
 - iii. **21-90054 – Strike Liquidating Trust**: “Motion for Entry of Order Approving Compromise of Controversy under Bankruptcy Procedure 9019” filed on September 24, 2025 by Patrick Bartels, as Trustee for the Strike Liquidating Trust.⁴
 - iv. **23-90055 – Auto Plus Auto Sales LLC**: “Motion for Entry of Order Approving Compromise of Controversy under Bankruptcy Rule 9019” filed on September 24, 2025, by Patrick Bartels, as Plan Agent for the Wind-Down Debtor In re Auto Plus Auto Sales LLC (formerly In re IEH Auto Parts Holding, LLC, et al.).⁵
4. On **Wednesday, March 18, 2026, at 9:00 a.m. (Central Standard Time)**, an in-person evidentiary hearing shall be held before the United States Bankruptcy Court, Bob Casey Federal Building, **COURTROOM NO. 401**, 515 Rusk, Houston Texas, 77002 on the following matters and to be heard in the following order:
- v. **20-35740 & 21-30427 – Seadrill**: “Motion for Order Approving Compromise and Settlement Pursuant to Federal Rule of Bankruptcy Procedure 9019” filed on July 25, 2025, by Seadrill Partners, LLC reorganized debtors and the Seadrill Limited Reorganized Debtors.⁶

² Case No. 4:23-CV-4787, ECF No. 140.

³ Case No. 4:23-CV-4787, ECF No. 96.

⁴ Case No. 4:23-CV-4787, ECF No. 98.

⁵ Case No. 4:23-CV-4787, ECF No. 97.

⁶ Case No. 4:23-CV-4787, ECF No. 90.

- vi. **21-30936 – Brilliant Energy, LLC:** “Motion For Order Approving Compromise And Settlement Pursuant To Bankruptcy Rule 9019” filed on May 13, 2025, by Randy W. Williams, Chapter 7 trustee for Brilliant Energy, LLC.⁷
 - vii. **20-32564 – Stage Stores, Inc:** “Motion for Order Approving Compromise and Settlement Pursuant to Bankruptcy Rule 9019” filed on November 10, 2025 by Steven Balasiano, solely in his capacity as Plan Administrator for each of the wind-down debtors in the jointly administered cases of Stage Stores, Inc.⁸
 - viii. **22-90018 – Sungard AS New Holdings, LLC:** “Motion for Order Approving Compromise and Settlement Pursuant to Bankruptcy Rule 9019” filed on July 29, 2025, by Sungard AS New Holdings, LLC, the wind-down debtor, by and through Drivetrain LLC, the Plan Administrator.⁹
5. On **Thursday, March 19, 2026, at 9:00 a.m. (Central Standard Time)**, an in-person evidentiary hearing shall be held before the United States Bankruptcy Court, Bob Casey Federal Building, **COURTROOM NO. 401**, 515 Rusk, Houston Texas, 77002 on the following matters and to be heard in the following order:
- ix. **22-50009 – 4E Brands Northamerica, LLC:** “Motion for Order Approving Compromise and Settlement Pursuant to Bankruptcy Rule 9019” filed on April 7, 2025 by David Dunn, Plan Agent and sole manager, sole director, sole officer and sole representative of 4E Brands Northamerica LLC.¹⁰
 - x. **21-90002 – Basic Energy Liquidation Trust:** “Motion for Order Approving Compromise and Settlement Pursuant to Bankruptcy Rule 9019” filed on April 4, 2025 by David Dunn, Liquidation Trustee for the Basic Energy Liquidation Trust.¹¹

⁷ Case No. 4:23-CV-4787, ECF No. 57.

⁸ Case No. 4:23-CV-4787, ECF No. 108.

⁹ Case No. 4:23-CV-4787, ECF No. 91.

¹⁰ Bankr. 22-50009, ECF No. 715.

¹¹ Bankr. 21-90002, ECF No. 1884.

6. **Electronic Appearances:** Pursuant to Bankruptcy General Order 2021-05 and Bankruptcy Local Rule 9017-1, parties may either appear electronically or in person unless otherwise ordered by this Court.
7. **Electronic Participation:** To participate electronically, parties must follow the instructions set forth on Judge Rodriguez's web page located at: <https://www.txs.uscourts.gov/content/united-states-bankruptcy-judge-eduardo-v-rodriguez>. Parties are additionally instructed to: (i) call in utilizing the dial-in-number for hearings before Judge Rodriguez at 832-917-1510, conference room number 999276 and (ii) log on to GoToMeeting for video appearances and witness testimony, utilizing conference code: judgerodriguez. Parties **MUST HAVE TWO SEPARATE DEVICES** to appear by video and telephonically. One device will be used to log on to GoToMeeting and the other will be used to call the telephonic conference line.
8. **Public Hearing:** Any member of the public, including media, are permitted to attend in person or electronically and observe this hearing pursuant to Bankruptcy Local Rule 9017-1(a)(6)¹² however, those in attendance either in person or electronically will be bound by this Order.
9. **Audio and Video Recording is Strictly Prohibited:** Pursuant to District Local Rule 83.7, made applicable to this proceeding by Bankruptcy Local Rule 1001-1(b), no photo-or electro-mechanical means of recordation or transmission of court proceedings is permitted. Failure to adhere to this rule may result in additional orders of this Court including confiscation of such device by the Court, an order to show cause for civil contempt, potential sanctions, and/or a referral to the United States District Court's Chief Judge to consider criminal contempt pursuant to 18 U.S.C. §§ 401; 402.
10. **Witness & Exhibit List:** No later than **12:00 p.m. noon Tuesday, March 3, 2026** Witness and Exhibit Lists must be exchanged. Copies of the exhibits must be attached to the Witness & Exhibit List and filed in compliance with General Order 2021-5 and filed with the Clerk of Court. Parties must utilize Form 1-100 Witness & Exhibit List which can be located on this Court's

¹² Bankruptcy Local Rule 9017-1(a)(6) ("The Court may allow remote participation for individual hearings or trials. In hearings and trials for which the Court authorizes remote participation, the Court's audio and video connections may be utilized only by . . . (6) other persons as specifically authorized by the Court.").

home page at <https://www.txs.uscourts.gov/content/chief-united-states-bankruptcy-judgeeduardo-v-rodriiguez>.

11. No later than **12:00 p.m. noon Tuesday, March 10, 2026** parties must meet and confer and in good faith stipulate to any exhibits and facts and file such notice as a Joint Stipulation with the Clerk of Court.
12. **Illustrative Aid:** Pursuant to Federal Rule of Evidence 107(c), any illustrative aid must be entered into the record.
13. **Notice:** No later than **Wednesday, January 21, 2026**, Old Copper Company Inc. F/K/A J. C. Penney Company Inc. and Copper Sub Corporation, Inc. F/K/A J. C. Penney Corporation, Inc., as Wind Down Debtors In J. C. Penney Direct Marketing Services LLC; Steven Balasiano, solely in his capacity as Plan Administrator for each of the wind-down debtors in the jointly administered cases of Stage Stores, Inc.; Seadrill Partners, LLC reorganized debtors and the Seadrill Limited Reorganized Debtors; Randy W. Williams, Chapter 7 trustee for Brilliant Energy, LLC; David Dunn, as Liquidation Trustee for the Basic Energy Liquidation Trust; Patrick Bartels, as Trustee for the Strike Liquidating Trust; David Dunn, as Plan Agent and sole manager, sole director, sole officer and sole representative of 4E Brands Northamerica LLC; Sungard AS New Holdings, LLC, the wind-down debtor, by and through Drivetrain LLC, the Plan Administrator; and Patrick Bartels, as Plan Agent for the Wind-Down Debtor In re Auto Plus Auto Sales LLC must serve a copy of this Order on Jackson Walker, LLP, the United States Trustee, and all parties entitled to notice of the hearing and file a certificate of service with the Clerk of Court.

SIGNED January 14, 2026



Eduardo V. Rodriguez
Chief United States Bankruptcy Judge