

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

In re:	§ Chapter 11
	§
FRANKIE V'S KITCHEN, LLC.	§ Case No.: 19-31717
	§
Debtor.	§

**NOTICE OF HEARING AND DEADLINE TO OBJECT TO
DEBTOR'S PLAN OF LIQUIDATION**

PLEASE TAKE NOTICE that a hearing (the “**Confirmation Hearing**”) has been scheduled for **October 28, 2019, 2019 at 1:30 p.m.** before the Honorable Stacey G.C. Jernigan, United States Bankruptcy Judge, United States Bankruptcy Court for the Northern District of Texas, Dallas Division, Earle Cabell Federal Building, 1100 Commerce St., Rm. 1254, Dallas, TX 75242-1496 (the “**Bankruptcy Court**”), on the confirmation of the *First Amended Plan of Liquidation* [Docket No. 174] (the “**Plan**”). The Confirmation Hearing may be continued from time to time without further notice to parties in interest and the Plan may be modified, pursuant to § 1127 of the Bankruptcy Code, prior to or as a result of the Confirmation Hearing, without further notice to parties in interest. Capitalized terms used, but not defined, herein have the meanings ascribed to such terms in the Plan. The Bankruptcy Court approved the *First Amended Disclosure Statement in Support of the Plan of Liquidation* [Docket No. 175] (the “**Disclosure Statement**”) on or about September 19, 2019.

Voting Deadline: Any party that is entitled to vote on the Plan will receive a ballot with this notice, and in order to be counted as a vote to accept or reject the Plan, that ballot must be completed and returned by Debtor’s counsel at the address below on or before **October 21, 2019, at 5:00 PM (CST)** (the “**Voting Deadline**”). For a Ballot to be counted, it must be received by counsel to the Debtor prior to the Voting Deadline at the following address:

**FOLEY GARDERE
FOLEY & LARDNER LLP**
2021 McKinney Ave, Suite 1600
Dallas, Texas 75201
Attn: Mark C. Moore

Confirmation Objection Deadline: Any objection to Confirmation must be in writing and set forth (i) the name and address of the objector, (ii) the nature and amount of any claim or equity interest held or asserted against the Debtor's estate or property, and (iii) all factual and legal bases for the objection and the grounds therefore. Objections must be filed with the Court or served in a manner such that they are actually received on or before **October 21, 2019, at 5:00 PM (CST)** by Debtor's counsel.

Proposed Releases and Injunctions: Article 10 of the Plan includes the following release, exculpation, and injunction language:

10.5 Plan Injunction

Except as otherwise provided in this Plan or the Confirmation Order, all Persons who have held, hold, or may hold Claims or Interests are, with respect to any such Claim or Interest, permanently enjoined after the entry of the Confirmation Order from: (a) commencing, conducting, or continuing in any manner, directly or indirectly, any suit, action, or other proceeding of any kind (including, without limitation, any proceeding in a judicial arbitral, administrative, or other forum) against or affecting, directly or indirectly, the Debtor, the Committee, the members of the Committee, the Plan Agent, the Litigation Trust, the Unsecured Creditor Trust, the Unsecured Creditor Trustee, the Unsecured Creditor Trust Advisory Board, the Litigation Trustee, the Estate, or the property of any of the foregoing, or direct or indirect transferee of, or direct or indirect successor in interest to, any of the foregoing Persons mentioned in this subsection (a) or any property of any such transferee or successor; (b) enforcing, levying, attaching (including without limitation, any prejudgment attachment), collecting, or otherwise recovering in any manner or by any means, whether directly or indirectly, any judgment, award, decree, or order against the Estate, the Litigation Trust, the Unsecured Creditor Trust, or their property, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Persons mentioned in this subsection (a) or any property of any such transferee or successor; (c) creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind against the Estate, the Litigation Trust, Unsecured Creditor Trust, or any of their property, or any direct or indirect transferee of any property of, or successor in interest to, any of the foregoing Persons mentioned in this subsection (c) or any property of such transferee or successor; (d) acting or proceeding in any manner whatsoever, that does not conform to or comply with the provisions of this Plan, to the full extent permitted by applicable law; and (e) commencing or continuing, in any manner or in any place, any action that does not comply with or is inconsistent with the provisions of this Plan; *provided* that nothing contained herein shall preclude such Persons who have held, hold, or

may hold Claims against or Interests in the Estate, the Litigation Trust, or the Unsecured Creditor Trust from exercising their rights and remedies, or obtaining benefits, pursuant to and consistent with the terms of this Plan.

By accepting distributions under this Plan, each holder of an Allowed Claim or Interest will be deemed to have affirmatively and specifically consented to be bound by this Plan, including without limitation, the injunctions set forth in this section.

10.6 Releases

(a) Releases by the Debtor and Estate

As of the Effective Date, except for the rights and remedies that remain in effect from and after the Effective Date to enforce this Plan, for good and valuable consideration, the adequacy of which is hereby confirmed, including without limitation, the Settlement Agreement, the service of the Released Parties to facilitate the administration of the Estate, a substantial recovery for holders of Allowed Claims, and the implementation of this Plan, and except as otherwise provided in this Plan or in the Confirmation Order, the Released Parties are deemed forever released and discharged by the Debtor and the Estate on behalf of itself and its successors, assigns, and representatives and any and all other entities that may purport to assert any cause of action derivatively, by or through the foregoing entities (together, the ***“Releasing Parties”***), from any and all claims, interests, obligations, suits, judgments, damages, demands, debts, rights, causes of action, losses, remedies, or liabilities, whatsoever, including any derivative claims, asserted or assertable on behalf of the Debtor or its Estate, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, that the Debtor or its Estate would have been legally entitled to assert in its own right, or on behalf of the holder of any Claim or Interest or other entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtor, the Estate, the Chapter 11 Case, the Sale, the Settlement Agreement, the subject matter of, or the transactions or events giving rise to, any Claim or Interest, the business or contractual arrangements between the Debtor and any Released Party, the restructuring of any Claim or Interest before or during the Chapter 11 Case, the restructuring transactions, the negotiation, formulation, or preparation of the Disclosure Statement and this Plan and related agreements, instruments, and other documents, the solicitation of votes with respect to this Plan, or any other act or omission, transaction, agreement, event, or other occurrence, other than claims or causes of action arising out of or related to any act or omission of a Released Party that is a criminal act or constitutes intentional fraud, gross negligence, and willful misconduct.

(b) Releases by Holders of Claims and Interests

As of the Effective Date, except for the rights and remedies that remain in effect from and after the Effective Date to enforce this Plan, for good and valuable consideration, the adequacy of which is hereby confirmed, including without limitation, the Settlement Agreement, the service of the Released Parties to facilitate the administration of the Estate, a substantial recovery for holders of Claims and Interests, and the implementation of this Plan, and except as otherwise provided in this Plan or in the Confirmation Order, the Released Parties are deemed forever released and discharged by the holders of all Claims and Interests and the successors and assigns (other than the Opt-Out Parties, the *“Third-Party Releasing Parties”***) from any and all claims, interests, obligations, suits, judgments, damages, demands, debts, rights, causes**

of action, losses, remedies, and liabilities whatsoever, including any derivative claims, asserted or assertable on behalf of the holder of the Claim or Interest, or the Debtor or Estate, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, that such holders or their affiliates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim or Interest or other entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtor, the Chapter 11 Case, the purchase, sale, or rescission of the purchase or sale of any security of or investment or interest in the Debtor, the Sale, the Settlement Agreement, the subject matter or, or the transactions or events giving rise to, any Claim or Interest that is treated in this Plan, the business or contractual arrangements between any holder of a Claim or Interest, and the Debtor or any Released Party, the restructuring of any Claim or Interest before or during the Chapter 11 Case, the negotiation, formulation, or preparation of the Disclosure Statement, this Plan, the Settlement Agreement, and related agreements, instruments, and other documents, the solicitation of votes with respect to this Plan, or any other act or omission (the “Third-Party Releases”), other than the claims or causes of action arising out of or related to any act or omission of a Released Party that is a criminal act or constitutes intentional fraud, gross negligence, or willful misconduct.

With regard to holders of Claims or Interests that are Unimpaired under this Plan and holders of Claims or Interests whose vote to accept or reject this Plan was solicited, or who were deemed to reject the Plan but who did not return a ballot or Opt-Out Form (and thus did not opt-out of this release), if such holder of Claims or Interests wishes to pursue a claim or cause of action against any Released Party, such holder must first petition this Court for a determination of whether this release applies to such holder. If the Court determines that such holder’s claim is not released by this provision, such holder must bring any claim or cause of action in the United States Bankruptcy Court for the Northern District of Texas or must obtain leave of this Court to bring such claim or cause of action before a court of another jurisdiction.

10.7 Non-Released Parties

For the avoidance of doubt, except as set forth in section 0 of this Plan but otherwise notwithstanding anything to the contrary in this Plan or the Confirmation Order, none of the Debtor’s past or current employees, officers or directors (except Franco and Steven B. Solomon) shall constitute Released Parties or are deemed to be released by any of this Plan or the Confirmation Order. For example, nothing in this Plan or the Confirmation Order releases any Cause of Action against Frankie Valdez, Jordan Valdez, Taylor Valdez, Kenneth Johnson, Kevin Patton, Time Equipment Sales, David Hughes, Absolute Self Storage, Great Value Storage, Star Point Self Storage, and Cynthia Kraus. Moreover, notwithstanding any language to the contrary contained in the Disclosure Statement, this Plan, and/or the Confirmation Order, no provision of the Disclosure Statement, this Plan, or the Confirmation Order shall (a) preclude any governmental regulatory agency from enforcing its police or regulatory powers or (b) enjoin, limit, impair, or delay any governmental regulatory agency from pursuing, in the appropriate forum, any claims, causes of action, proceedings, or investigations against any non-debtor Person.

10.8 Injunction Related to Releases and Exculpations

The Confirmation Order shall permanently enjoin the commencement or prosecution by any Person, whether directly, derivatively, or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, causes of action, losses, or liabilities released pursuant to this Plan, including, without limitation, the claims, obligations, suits, judgments, damages, demands, debts, rights, causes of action, and liabilities released or exculpated in this Plan.

All pleadings in this case are available on the Bankruptcy Court's website at <https://ecf.txnb.uscourts.gov/>. The Plan, Disclosure Statement, and related pleadings and/or orders are also available free of charge at cases.stretto.com/fvk or by request counsel for the Debtor listed below, specifically mbales@foley.com.

DATED: September 20, 2019

Respectfully submitted by:

/s/ Mark C. Moore

Stephen A. McCartin (TX 13374700)

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