

Fill in this information to identify the case:Debtor Avant Gardner, LLCUnited States Bankruptcy Court for the: _____ District of Delaware
(State)Case number 25-11443**Modified Official Form 410
Proof of Claim****04/25**

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>Cornucopia Cruise Lines, Inc.</u> _____ Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? <u>Cornucopia Cruise Lines, Inc.</u> <u>Thomas C. Jardim, Esq.</u> <u>30B Vreeland Road</u> <u>Suite 100</u> <u>Florham Park, nj 07932, USA</u> Contact phone <u>908-917-7665</u> Contact email <u>tom@jmslawyers.com</u> Uniform claim identifier (if you use one): _____	Where should payments to the creditor be sent? (if different) Contact phone _____ Contact email _____
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	



Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? ☒ No
☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ____

7. How much is the claim? \$ 45,000. Does this amount include interest or other charges?
☒ No
☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.
Services performed and settlement agreement of breach of contract claim

9. Is all or part of the claim secured? ☒ No
☐ Yes. The claim is secured by a lien on property.
Nature or property:
☐ Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
☐ Motor vehicle
☐ Other. Describe: _____
Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: \$ _____
Amount of the claim that is secured: \$ _____
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: \$ _____
Annual Interest Rate (when case was filed) _____ %
☐ Fixed
☐ Variable

10. Is this claim based on a lease? ☒ No
☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? ☒ No
☐ Yes. Identify the property: _____



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☒ No

☐ Yes. Check all that apply:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Amount entitled to priority

\$ _____

☐ Up to \$3,800* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ _____

☐ Wages, salaries, or commissions (up to \$17,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ _____

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ _____

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ _____

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

\$ _____

* Amounts are subject to adjustment on 4/01/28 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?

☒ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ _____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☒ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 09/22/2025
MM / DD / YYYY

/s/Thomas C. Jardim, Esq.
Signature

Print the name of the person who is completing and signing this claim:

Name Thomas C. Jardim, Esq.
First name Middle name Last name

Title General Counsel

Company Cornucopia Cruise Lines, Inc.
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address

Contact phone _____ Email _____



Verita (KCC) ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (866) 523-2951 | International (781) 575-2140

Debtor: 25-11443 - Avant Gardner, LLC District: District of Delaware		
Creditor: Cornucopia Cruise Lines, Inc. Thomas C. Jardim, Esq. 30B Vreeland Road Suite 100 Florham Park, nj, 07932 USA Phone: 908-917-7665 Phone 2: 973-845-7640 Fax: 973-845-7645 Email: tom@jmslawyers.com	Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement:	
	Has Related Claim: No Related Claim Filed By:	
	Filing Party: Authorized agent	
Other Names Used with Debtor:	Amends Claim: No Acquired Claim: No	
Basis of Claim: Services performed and settlement agreement of breach of contract claim	Last 4 Digits: No	Uniform Claim Identifier:
Total Amount of Claim: 45,000	Includes Interest or Charges: No	
Has Priority Claim: No	Priority Under:	
Has Secured Claim: No Amount of 503(b)(9): No Based on Lease: No Subject to Right of Setoff: No	Nature of Secured Amount: Value of Property: Annual Interest Rate: Arrearage Amount: Basis for Perfection: Amount Unsecured:	
Submitted By: Thomas C. Jardim, Esq. on 22-Sep-2025 8:42:19 p.m. Pacific Time Title: General Counsel Company: Cornucopia Cruise Lines, Inc.		

Settlement Agreement and Release of Claims

This Settlement Agreement and Release of Claims (the "Agreement") is made and entered into as of the last date set forth below, by and between Cornucopia Cruise Lines, Inc., ("Cornucopia") and Avant Gardner LLC d/b/a The Brooklyn Mirage ("Avant Gardner"), (collectively, the "Parties").

WHEREAS, Cornucopia seeks to recover monetary damages in excess of the amount of \$60,365.90 plus accruing interest and fees as a result of Avant Gardner's alleged breach of contract pursuant to an agreement between the Parties on May 31, 2023 (the "Action"); and

WHEREAS, the Parties have engaged in settlement negotiations; and

WHEREAS, the Parties desire to enter into this Settlement Agreement in order to provide for payment in full settlement and discharge of all claims which have or could have been made regarding the Action.

WHEREAS, such settlement does not reflect a determination on the merits of the dispute, which has not been adjudicated or opined on by a court of law.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties hereto agree as follows:

1. Each of the above recitals is hereby incorporated by reference into the body of this Settlement Agreement and forms an integral and operative part of this Settlement Agreement.

2. **Payment.** The Parties have agreed to settle the Action for a payment by Avant Gardner to Cornucopia in the total amount of \$45,000.00 (the "Settlement Payment"). The Settlement Payment shall be paid by Avant Gardner to Cornucopia in two (2) installment payments as follows:

(1) Avant Gardner shall pay Cornucopia \$20,000.00 on or before May 30, 2025; and (2) Avant Gardner shall pay Cornucopia \$25,000.00 on or before August 29, 2025.

3. **Default.** In the event Avant Gardner fails to make any of the payments when due, Cornucopia shall deliver to Avant Gardner a five (5) business day notice to cure (the "Notice to Cure") allowing Avant Gardner to complete payment within the cure period. Such Notice to Cure shall be delivered to Avant Gardner by email to Faisal Lateef, Esq., General Counsel to Avant Gardner, LLC, at faisal@avant-gardner.com. Upon the occurrence of any default in payment after a Notice to Cure is provided, Avant Gardner shall pay as liquidated damages, for loss of a bargain and not as a penalty, the full amount of \$60,365.90, less any payments already made pursuant to this Settlement Agreement, interest on such unpaid amount at 7.25 percent per annum from the date when the payment was then due until the payment of such default sums paid, and all costs and attorneys' fees incurred by Cornucopia as a consequence of such default.

4. **Mutual Release and Covenant Not to Sue.** a. Each Party, inclusive of their predecessors, successors, insurers, assigns, attorneys, employees, directors, officers, agents, members, shareholders, partners, owners, spouses, and representatives, and each of them, hereby releases and forever discharges the other Party, inclusive of its predecessors, successors, insurers, assigns, attorneys, employees, directors, officers, agents, members, shareholders, partners, owners, spouses, and representatives, and each of them, from any and all claims, demands, obligations, losses, causes of action, damages, penalties, costs, expenses, attorneys' fees, liabilities, and indemnities of any nature as it relates to the May 31, 2023, contract, whether based on contract, tort, statute, or other legal or equitable theory of recovery, whether known or unknown, which as of the date of this Agreement, any Party had, now has, claims to have, or in the future may have against the other Party, other than as may be required to enforce the terms of this Agreement. Notwithstanding the foregoing, this release provision expressly excludes and shall not apply to the enforcement of the terms of this Settlement Agreement or claims not pertaining to the Action that is the subject of this Settlement Agreement.

5. **Non-Disparagement.** Neither Party shall make or publish any statement, oral or written (including, without limitation, the repetition or distribution of derogatory rumors, allegations, negative reports, or comments), which are disparaging, deleterious, or damaging to the integrity, reputation, or goodwill of the other Party.

6. **Confidentiality.** The Parties acknowledge that the terms and provisions of this Settlement Agreement are sensitive and shall remain confidential and shall not be disclosed to anyone from and after the date of this Settlement Agreement except the Parties' respective counsel and professional advisers (including accountants), and except as may be required by law, by court order, or in connection with the enforcement of this Settlement Agreement.

7. **No Admission of Wrongdoing.** This Agreement, and compliance with this Agreement, shall not be construed as an admission by the Parties of any liability whatsoever, or of any violation of any statute, regulation, duty, contract, right or order.

8. **Entire Agreement.** This Settlement Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and may not be amended, modified, or cancelled, nor may any of its provisions be waived, except by the written consent of the Parties.

9. **Governing Law.** This Settlement Agreement shall be governed by the laws of the State of New Jersey, both statutory and decisional, but without regard to laws relating to conflicts or choice of law. The Parties consent to the personal jurisdiction of the Superior Court of the State of New Jersey, in any subsequent proceeding to enforce this Agreement.

10. **Enforceability.** If any provision of this Agreement is held to be illegal, void, or unenforceable, such provision shall be of no force or effect. However, the illegality or unenforceability of such provision shall have no effect upon, and shall not impair the legality or enforceability of, any other provision of this Agreement, provided, however, that upon any finding by a court of competent jurisdiction that a release or waiver of claims or rights or a covenant set

forth herein is illegal, void, or unenforceable, the Parties agree to promptly execute a release, waiver and/or covenant that is legal and enforceable.

11. **Counterparts.** This Agreement may be signed in counterparts, all of which when so executed, shall constitute one and the same Agreement. Facsimile or email signatures shall be valid and binding.

12. **Acknowledgement.** Each Party acknowledges (1) that it has consulted with counsel of its own choice concerning this Settlement Agreement and has been advised to do so by the other Party, and (2) that it has read and understands this Settlement Agreement, is fully aware of its legal effect and has entered into it freely based on its own judgment.

13. **Authority to Enter Into Agreement.** The undersigned expressly represents and warrants that they have the authority to sign this Settlement Agreement on behalf of the Party they purport to represent and have signed this Settlement Agreement with full knowledge of its content, meaning, and legal effect.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Settlement Agreement as of the date written on the signature lines below.

I understand and agree to the terms of this Agreement.

AVANT GARDNER LLC

CORNUCOPIA CRUISE LINES, INC.

SIGN: _____

SIGN: _____

PRINT: Faisal Lateef, Gen Counsel

PRINT: _____

Date: Feb 23, 2025

Date: 2-25-25, 2025