

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

<hr style="border: 0.5px solid black;"/> <div style="display: flex; justify-content: space-between;"><div style="width: 80%;"><p>In re:</p><p>AUTO PLUS AUTO SALES LLC,<sup>1</sup></p><p style="text-align: center;">Wind-Down Debtor.</p></div><div style="width: 10%; text-align: center;"><p>)</p><p>)</p><p>)</p><p>)</p><p>)</p><p>)</p><p>)</p><p>)</p><p>)</p></div></div> <div style="display: flex; justify-content: space-between;"><div style="width: 80%;"><hr style="border: 0.5px solid black;"/></div><div style="width: 10%; text-align: center;"><p>)</p></div></div>	<p>Chapter 11</p> <p>Case No. 23-90055 (CML)</p> <p>(Formerly Jointly Administered under</p> <p>Lead Case IEH Auto Parts Holding</p> <p>LLC, Case No. 23-90054)</p>
---	---

**STIPULATION AND AGREED ORDER BETWEEN  
THE WIND-DOWN DEBTOR AND CARS TRAINING NETWORK INC.**

The above-captioned wind-down debtor (the “Wind-Down Debtor” and prior to the Effective Date,<sup>2</sup> the “Debtor”) and CARS Training Network Inc. (the “Claimant” and together with the Wind-Down Debtor, the “Parties”) enter this stipulation and agreed order (the “Stipulation”) as follows:

On January 31, 2023 (the “Petition Date”), the Debtors filed voluntary petitions for relief under chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the Southern District of Texas (the “Bankruptcy Court”);

On June 16, 2023, the Bankruptcy Court entered an order [Docket No. 749, Case No. 23-90054] (the “Confirmation Order”) confirming the Debtors’ *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. 738, Case No. 23-90054] (the “Plan”);

---

<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>.

<sup>2</sup> Capitalized terms used but not defined herein have the meanings given to them in the Plan (defined below).





On June 29, 2023, Claimant filed Proof of Claim No. 675 asserting a priority amount of \$8,333.33 against Debtor IEH Auto Parts Holding LLC (“Claim No. 675”);

The Effective Date of the Plan occurred on October 6, 2023 [Docket No. 922, Case No. 23-90054];

On February 28, 2025, the Wind-Down Debtor filed the *Wind-Down Debtor’s Sixth Omnibus Objection to Certain Proofs of Claim (Assigned Contract Claims, Untimely Claims, No Liability Claims, and Satisfied Claims)* [Docket No. 273], which was later amended by the *Wind-Down Debtor’s Amended Sixth Omnibus Objection to Certain Proofs of Claim (Assigned Contract Claims, Untimely Claims, No Liability Claims, and Satisfied Claims)* [Docket No. 308] (the “Objection”);

On March 10, 2025, Claimant filed its *Affidavit of Kevin Bell in Response to Notice of Objection to Claim* [Docket No. 304] (the “Response”);

The Parties have consensually agreed, after good faith, arm’s-length negotiations, to resolve Claim No. 675, the Objection, and the Response pursuant to the terms herein.

**NOW, THEREFORE**, in consideration of the foregoing recitals, which are incorporated into this Stipulation, the Parties hereby stipulate and agree as follows:

1. Claim No. 675 shall be allowed as an administrative expense claim in the amount of \$4,166.66 (the “Allowed Claim”). The remaining amounts asserted in Claim 675 are disallowed.
2. The Objection is withdrawn solely as to Claim No. 675.
3. The Response is withdrawn.
4. The Wind-Down Debtor shall pay the full amount of the Allowed Claim to Claimant as soon as practicable within fourteen (14) business days after entry of this Order, as authorized by the confirmed Plan in these chapter 11 cases.



5. Upon entry of this Stipulation, Kurtzman Carson Consultants, LLC dba Verita is hereby authorized and directed to amend or remove Claim No. 675 from the Official Claims Register to reflect the terms herein without prejudice to the rights described and reserved in this Stipulation.

6. The entry of this Stipulation and the treatment herein fully and finally resolves Claim No. 675, and Claimant fully and finally releases the Wind-Down Debtor and its affiliates, officers and employees with respect to Claim No. 675.

7. The Parties hereby agree that each party shall bear its own costs and attorneys' fees and other expenses incurred related to Claim No. 675, the Objection, the Response, and this Stipulation.

8. Neither this Stipulation nor any negotiations and writings in connection with this Stipulation are intended to, or shall be construed to: (a) be evidence of or an admission on behalf of either Party regarding any claim, right or defense that such Party may have against the other Party; or (b) waive or otherwise modify any releases, exculpation, injunction, and discharge provided in the Plan or by operation of the Bankruptcy Code, except as explicitly provided herein.

9. The terms of this Stipulation will be immediately effective and enforceable upon its entry.

10. The Stipulation is intended by the Parties to be binding upon their successors, agents, assigns, and any parent, subsidiary, or affiliated entity of the Parties.

11. The undersigned hereby represent and warrant they have full authority to execute this Stipulation on behalf of the respective Parties and that the respective Parties have full knowledge of, and have consented to, this Stipulation. The Claimant represents that it has not



sold, pledged, conveyed, assigned, or otherwise transferred any part of Claim No. 675, or any right, interest, or cause of action it may have against the Wind-Down Debtor related to Claim No. 675.

12. This Stipulation shall not be modified, altered, amended, or supplemented except by a writing executed by the Parties.

13. The Court retains jurisdiction with respect to all matters arising from or related to the interpretation, implementation or enforcement of this Stipulation.

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

\_\_\_\_\_  
CHRISTOPHER M. LOPEZ  
UNITED STATES BANKRUPTCY JUDGE



Dated: April 11, 2025

*/s/ Emily Meraia*

---

**JACKSON WALKER LLP**

Matthew D. Cavanaugh (TX Bar No. 24062656)

Veronica A. Polnick (TX Bar No. 24079148)

Zachary McKay (TX Bar No. 24073600)

Emily Meraia (TX Bar No. 24129307)

1401 McKinney Street, Suite 1900

Houston, Texas 77010

Telephone: (713) 752-4200

Facsimile: (713) 752-4221

Email: vpolnick@jw.com

zmckay@jw.com

emeraia@jw.com

*Counsel to the Wind-Down Debtor*

- and -

*/s/*

---

Kevin Bell

President, CARS Training Network Inc.