

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

In re:

AUTO PLUS AUTO SALES LLC,¹

Wind-Down Debtors.

Chapter 11

Case No. 23-90055 (CML)²

(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 DORMAN PRODUCTS**

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

BACKGROUND

A. On January 31, 2023 (the “Petition Date”), the Debtors filed voluntary petitions under chapter 11 of Title 11 of the United States Code, initiating the above-captioned, jointly administered bankruptcy cases.

B. Dorman and one or more of the Debtors are party to certain vendor agreements, pursuant to which Dorman sold certain goods to one or more of the Debtors.

C. On June 16, 2023, the Court entered its *Order* [Docket No. 749] confirming the *Third Amended Combined Disclosure Statement and Joint Plan of Liquidation of IEH Auto Parts*

¹ 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.kcellc.net/autoplus>.

² On January 16, 2024, the Court entered a *Final Decree Closing Certain of the Chapter 11 Cases* [Case No. 23-90054, Docket No. 1043] closing each Debtor’s chapter 11 case except the case of Auto Plus Auto Sales LLC. The Wind-Down Debtor’s service address is 5330 Caramel Crest Lane, Charlotte, NC 28226.

Holding LLC and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code (the “Plan”) [Docket No. 738] of the Debtors.³

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

E. On April 25, 2023, Dorman filed Proof of Claim No. 439 (“Claim No. 439” or the “Claim”) in the total amount of \$3,944,075.77, of which (i) \$535,304.16 was asserted as a § 503(b)(9) administrative priority claim (the “503(b)(9) Claim”) for goods provided to one or more of the Debtors in the ordinary course of business in the twenty-day period preceding the Petition Date, and (ii) \$3,408,771.61 was asserted as a non-priority general unsecured claim (the “GUC Claim”). For the avoidance of doubt, this Stipulation resolves only the portion of the Claim asserted as a 503(b)(9) Claim.

F. The Debtors have asserted that, as of the Petition Date, Dorman owes the Debtors no less than \$658,000 on account of vendor support funds, which should be set off against the 503(b)(9) Claim (the “VSF Setoff”).

G. Upon a reconciliation of the 503(b)(9) Claim, and arms’ length, good faith negotiations, the Debtors and Dorman 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 the remainder of the 503(b)(9) Claim to be disallowed in full. The Debtors, Dorman and the GUC Trustee have also agreed to resolve the VSF Setoff as it pertains to both the 503(b)(9) Claim and the GUC Claim.

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

³ Capitalized terms not defined herein shall have the meanings provided in the Plan unless otherwise noted.

1. The Parties' Stipulation is approved on the terms set forth herein, and the above recitals are incorporated into this Stipulation and Order.

2. Dorman has an allowed administrative expense claim pursuant to section 503(b)(9) in the amount of \$275,000.00 (the "Allowed 503(b)(9) Claim"). For the avoidance of doubt, the portion of the Claim allowed administrative priority treatment in this case is capped at \$275,000.00.

3. The remainder of Dorman's 503(b)(9) Claim (that is, the 503(b)(9) Claim less the Allowed 503(b)(9) Claim, which equals \$260,304.16) shall be disallowed in full. No portion of the 503(b)(9) Claim shall be reclassified or asserted as a general unsecured claim.

4. Dorman's GUC Claim asserted in Claim No. 439 is hereby reduced from \$3,408,771.61 to \$3,338,771.61, and Claim No. 439 is hereby deemed to be amended accordingly.

5. The reductions to the 503(b)(9) Claim and the GUC Claim under this Stipulation shall be in final settlement of the VSF Setoff, and the VSF Setoff shall not be used by the GUC Trustee to further reduce the GUC Claim; *provided, however*, that the GUC Trustee expressly reserves and retains all setoff rights for any amounts other than the VSF Setoff that are or may be owed by Dorman.

6. Except with respect to the VSF Setoff and the provisions above, the GUC Claim shall remain unaffected and subject to review, reconciliation, and objection by the GUC Trustee in every respect as provided for under the Plan—including, without limitation, objection on the basis that all or any portion of the GUC Claim should have been asserted, claimed or allowed (notwithstanding this Stipulation and Order) as a claim under section 503(b)(9) of the Bankruptcy Code—and all rights of the GUC Trustee and Dorman are expressly reserved and retained with respect to the GUC Claim.

7. The Claims and Noticing Agent is authorized and directed to update the Claims Register to reflect the changes to the Claim set forth herein.

8. The Debtors shall pay the full amount of the Allowed 503(b)(9) Claim to Dorman 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, which shall be in full satisfaction of the 503(b)(9) Claim.

9. The terms and conditions of the Stipulation and this Order shall be immediately effective and enforceable upon entry of this Order.

10. The Stipulation and this Order are 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).

11. The Stipulation and this Order constitute 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.

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

IT IS SO ORDERED.

Dated: _____

Christopher M. Lopez
United States Bankruptcy Judge

AGREED TO ON OCTOBER 6, 2025 BY:

/s/ Zachary McKay

JACKSON WALKER LLP

Emily Meraia (TX Bar No. 24129307)

Zachary McKay (TX Bar No 24073600)

1401 McKinney Street, Suite 1900

Houston, TX 77010

Telephone: (713) 752-4200

Facsimile: (713) 752-4221

Email: zmckay@jw.com

emeraia@jw.com

COUNSEL TO THE WIND-DOWN DEBTORS

-and-

/s/ Michael K. Gocksch

MORGAN LEWIS

Michael K. Gocksch

One Federal Street

Boston, MA 02110-1726

Tel: 617-341-7902

Fax: 617-341-7701

Email: michael.gocksch@morganlewis.com

COUNSEL TO DORMAN SUPPLY