

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

	)		Chapter 11
In Re:)		
	)		Case No. 19-12415 (MFW)
)		
HRI HOLDING CORP., et al., ¹	)		Jointly Administered
)		
Debtors.)		
	)		Hearing Date: August 15, 2023 at 3:00PM EST
	)		Objection Deadline: August 2, 2023 at 5:00 PM EST

**CREDITOR, GRIFFIN T. FERRIGAN’S
MOTION FOR RELIEF FROM THE PLAN INJUNCTION TO PERMIT
RESUMPTION OF PERSONAL INJURY LITIGATION**

Creditor, Griffin T. Ferrigan (“Creditor” and/or “Movant”), by and through the undersigned counsel, files this *Motion for Relief From the Plan Injunction* [Ref. D.I. 816] (the “Motion”), in order to permit the Creditor to prosecute a personal injury action pending in the Supreme Court of the State of New York, County of Queens, against HRI Holding Corp., et al. (the “Debtor” or “Houlihan’s”) and to proceed to collection any award against the Debtor’s applicable insurance policies, to the extent insurance is available pursuant to 11 U.S.C. § 362, Rules 4001 and 9013 of the Federal Rules of Bankruptcy Procedure, and Local Rule 4001-1 and states as follows:

JURISDICTION AND VENUE

1. This Court has subject matter jurisdiction over this matter pursuant to 28 U.S.C. § 1334. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.
2. The statutory basis for the relief requested in this Motion is 11 U.S.C. § 362 of the Bankruptcy Code, Bankruptcy Rule 4001, and Local Rule 4001-1.
3. This is a core proceeding within the meaning of 28 U.S.C. §1408 and 1409.

¹ The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: HRI Holding Corp. (4677), Houlihan’s Restaurants, Inc. (8489), HDJG Corp. (3479), Red Steer, Inc. (2214), Houlihan’s of Ohio, Inc. (6410), HRI O’Fallon, Inc. (4539), Houlihan’s Texas Holdings, Inc. (5485). On November 17, 2021, the Court entered a final decree closing certain of the original affiliated Debtors’ Chapter 11 Cases [D.I. 883]. The Debtors’ mailing address is HRI Holdings Corp., c/o Saccullo Business Consulting, LLC, 27 Crimson King Drive, Bear, Delaware 19701.



BACKGROUND

4. On December 18, 2013 and/or December 19, 2013, Creditor was overserved alcoholic beverages while being a patron at the Houlihan's restaurant located at 725 Merrick Avenue, Westbury, County of Nassau, State of New York, which resulted in Creditor sustaining severe and permanent personal injuries.

5. On December 6, 2016, Creditor timely filed suit against certain parties including Houlihan's and Houlihan's Restaurants, Inc. in the Supreme Court of the State of New York, County of Kings bearing Index No. 521601/2016. This Complaint is attached hereto as Exhibit A.

6. On December 6, 2017, the Kings County Supreme Court issued an Order consolidating the 521601/2016 action into a separately filed, but related action pending in Queens County Supreme Court, bearing Index No. 706761/2014. This Consolidation Order and related Complaint are attached hereto as Exhibits B and C, respectively (the "State Court Action").

7. On November 14, 2019, the debtors in each of the above-captioned jointly administered cases (collectively, the "Debtors") filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code.

8. On April 30, 2020, Creditor filed a proof of claim in the amount of \$100,000.00 in the Bankruptcy as Claim No. 640 (the "Claim"). A true and correct copy of the Claim is attached hereto as Exhibit D.

9. On November 5, 2020, this Court entered an Order confirming the Joint Chapter 11 Plan of HRI Holding Corp. and its Debtor Affiliates ("Confirmation Order") in the Bankruptcy. The effective date of the Plan was November 13, 2020. [See, D.I. 816; 821]

10. Creditor's claims under the Plan are unliquidated and Movant has been advised that Debtors maintained a liability insurance policy, covering the date of loss with Zurich American Insurance Company, bearing policy number: CPO 5543594-00, with policy limits of \$1,000,000.00.

11. The Plan includes the following language in Article VIII.G enjoining certain acts against Debtors (“Plan Injunction”):

Except as otherwise expressly provided in the Plan or for obligations issued or required to be paid pursuant to the Plan or the Confirmation Order, all Entities who have held, hold or may hold Claims or Interests that have been released, discharged or are subject to exculpation are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Post-Effective Date Debtors, the Exculpated Parties, or the Released Parties: (1) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such Claims or Interests; (3) creating, perfecting or enforcing any encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any such Claims or Interests; (4) asserting any right of setoff, subrogation or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such Claims or Interests unless such holder has Filed a motion requesting the right to perform such setoff on or before the Effective Date, and notwithstanding an indication of a Claim or Interest or otherwise that such holder asserts, has or intends to preserve any right of setoff pursuant to applicable law or otherwise; and (5) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests released or settled pursuant to the Plan.

Upon entry of the Confirmation Order, all holders of Claims and Interests and their respective current and former employees, agents, officers, directors, managers, principals, and direct and indirect Affiliates shall be enjoined from taking any actions to interfere with the implementation or Consummation of the Plan. Each holder of an Allowed Claim or

Allowed Interest, as applicable, by accepting, or being eligible to accept, distributions under or Reinstatement of such Claim or Interest, as applicable, pursuant to the Plan, shall be deemed to have consented to the injunction provisions set forth in this Article VIII.G of the Plan.

[See, D.I. 702]

12. Accordingly, Creditor seeks relief from the Plan Injunction to liquidate the amount of the personal injury claim against the Debtor in the Supreme Court of the State of New York, County of Queens.

13. Upon information and belief, the Debtor is covered by insurance policies applicable to Movant's claims in the event Movant is successful in the State Court Action.

RELIEF REQUESTED

14. Through this Motion, Movant seeks the entry of an Order pursuant to §362(d) of the Bankruptcy Code and 4001 of the Federal Rules of Bankruptcy Procedure, granting relief from the plan injunction so that Movant may prosecute his claim to judgment in the State Court Action and satisfy any award or other resolution they may obtain against the Debtor's insurers and/or any other responsible individual or entity.

ARGUMENT

15. Upon commencement of the Debtors' Chapter 11 cases, the automatic stay imposed under 11 U.S.C. § 362(a) stayed the recovery of a claim and continuation of any action or proceeding against the Debtors that were, or could have been, commenced prior to the Petition Date.

16. Section 362(d) of the Bankruptcy Code provides that the Court shall grant relief from the automatic stay by terminating, annulling or modifying the stay for cause.

17. In determining whether to lift the automatic stay for cause to permit a party to proceed with pending litigation against a debtor, bankruptcy courts generally consider (1) whether the bankruptcy estate or debtor will be prejudiced from prosecution of the lawsuit; (2) whether any hardship to the non-debtor movant by continuation of the automatic stay outweighs the hardship

to the debtor; and (3) whether the creditor has a probability of success on the merits of the case. *Schuler, Halvorson, Weisser, Zoeller & Overbeck, P.A. v. Sandalwood Nursing Center, Inc. (In re Sandalwood Nursing Center, Inc.)*, 2018 WL 4057234, at *4 (Bankr. N.D. Ga. 2018); *see also Izarelli v. Rexene Prods. Co. (In re Rexene Prods. Co.)*, 141 B.R. 574, 576 (Bankr. D. Del. 1992).

18. Here, the facts weigh heavily in Movant's favor on each of these three prongs. First, the Debtors will not suffer prejudice should the stay of the Plan Injunction be lifted because Movant's claims must eventually be liquidated before they can recover from any applicable insurance coverage maintained by the Debtors. Movant's claim against this Debtor is a negligence and personal injury claim which does not present any factual or legal issues that will impact or distract the Debtors from their reorganization or liquidation process. Indeed, because Movant's claims involve personal injury, they must be liquidated in a forum outside the Bankruptcy Court. 11 U.S.C. §157(b)(5) ("personal injury tort...claims shall be tried in the district court in which the bankruptcy case is pending, or in the district court in the district in which the claims arose..."). Furthermore, Movant has demanded a jury trial in the State Court Action and a jury trial is not available in this Court.

19. Upon information and belief, the Debtors' liability in this matter is covered by insurance. As such, any recovery by Movant will not affect the Debtors' estates, or to the extent the Debtors' applicable insurance policies contain any self-insured retention, any direct recovery against the Debtors by Movant would result in a prepetition claim, treated as any other prepetition claim in the Debtors' cases. Any liability over and above any self-insured retention would be borne by the Debtors' insurers. *See In re 15375 Memorial Corp.*, 382 B.R. 652, 687 (Bankr. D. Del. 2008), *rev'd on other grounds*, 400 B.R. 420 (D. Del. 2009) ("when a payment by an insurer cannot inure to the debtor's pecuniary interest, then that payment should neither enhance nor decrease the bankruptcy estate" (quoting *In re Edgeworth*, 993 F.2d 51, 55-56 (5th Cir. 1993)); *see also In re Allied Digital Tech Corp.*, 306 B.R. 505, 510 (Bankr. D. Del. 2004) (ownership by

a bankruptcy estate is not necessarily determinative of the ownership of the proceeds of that policy. “[W]hen the debtor has no legally cognizable claim to the insurance proceeds, those proceeds are not property of the estate.” *In re Edgeworth*, 993 F.2d 51, 55-56 (5th Cir. 1993).

20. Movant agrees that he is not seeking immediate recovery against the Debtors’ or the Debtors’ estate for any amount owed to them that is not covered by Debtors’ primary, excess or umbrella insurance as a result of any settlement or judgment of the claims against the Debtors in the State Court Action. As such, relief would not prejudice the Debtors and would permit the immediate enforcement of any judgment against the Debtors’ applicable insurance.

21. Second, Movant will face substantial hardship if the stay of the Plan Injunction is not lifted. Creditor, Griffin T. Ferrigan’s injuries were caused as a result of the Debtors’ negligence and Movant will be prejudiced by the continued delay resulting from the automatic stay due to the possibility of witnesses moving to unknown locations or who may pass away and the memory of events becoming less clear. This concern is heightened in the present case because of the nature of the Debtors’ business. Any delay in permitting Movant to prosecute the State Court Action increases the likelihood that these witnesses will not be located.

22. Movant resides in the State of New York and the events which form the basis of his claims occurred exclusively in New York. If Movant is forced to litigate his claims in Delaware, he would incur the increased expense of bringing attorneys, witnesses, and physical evidence to Delaware. “[O]ne of the primary purposes in granting relief from the stay to permit claim liquidation is to conserve judicial resources.” *In re Peterson*, 116 B.R. 247, 250 (D. Colo. 1990). Judicial economy would be served by lifting the stay of the Plan Injunction and allowing Movant’s claims to be liquidated in the forum where they are presently postured to be filed and adjudicated quickly. In addition, Movant is entitled to a jury trial for his claims and damages and a jury trial

is not available in this Court. A jury trial in the Supreme Court of New York, County of Queens is best suited to try all issues raised in the State Court Action. Accordingly, as the court in *Rexene* suggests, “[i]t will be often be more appropriate to permit proceedings to continue in their place of origin” *In re Rexene*, 141 B.R. at 576.

23. Lastly, the likelihood of success on the merits prong is satisfied by “even a slight probability of success on the merits may be sufficient to support lifting an automatic stay.” *In re Continental Airlines, Inc.*, 152 B.R. 420, 426 (D. Del. 1993). This prong also weighs in Movant’s favor. The facts regarding the Debtors’ serious negligence set forth in the attached Complaint speaks for itself. “Only strong defenses to state court proceedings can prevent a bankruptcy court from granting relief from the stay in cases where...the decision- making process should be relegated to bodies other than [the bankruptcy] court.” *In re Fonseca v. Philadelphia Housing Authority*, 110 B.R. 191, 196 (Bankr. E.D. Pa. 1990).

24. When weighing the above factors, the Court should grant relief from the Plan Injunction to permit Movant to prosecute his claims against the Debtors and any other responsible individual or entity to judgment in the State Court Action and seek satisfaction of any judgment, award, settlement, claim, distribution, or any other resolution or right to payment obtained by the Movant in the State Court Action from the Debtors on account of the claims solely from any insurance proceeds available under any of the Debtors’ applicable insurance policies.

WHEREFORE, Creditor respectfully requests that the Court enter an order, substantially in the form attached hereto, granting the following relief against the Debtors or their successors under the Plan:

a) Granting relief from the Plan Injunction to allow the State Court Action to continue through to judgment or other resolution;

- b) Permitting Movant to liquidate and satisfy such judgment or other resolution granted, if any, from applicable insurance coverage available to the Debtors, to the extent insurance is available;
- c) Waiving the 14-day stay prescribed by Rule 4001(a)(3), Federal Rules of Bankruptcy Procedure;
- d) Granting such other and further relief as the Court deems just and proper.

Dated: July 18, 2023

REGER RIZZO & DARNALL LLP

/s/ Louis J. Rizzo

Louis J. Rizzo (DE Bar No. 3374)

1521 Concord Pike, Suite 305

Brandywine Plaza West

Wilmington, DE 19803

Tel: (302) 477-7100

Fax: (302) 652-3620

Email: lrizzo@regerlaw.com

Counsel to Creditor, Griffin T. Ferrigan

CERTIFICATE OF SERVICE

The undersigned attorney hereby certifies on this 18th day of July 2023, that a true and correct copy of the Motion for Relief from the Plan Injunction was caused to be served upon all parties required to receive notice pursuant to De. Bankr. LR 4001-1 via this Court's ECF filing system and/or by United States Mail, postage prepaid, upon the following parties:

Kimberly A. Brown, Esquire
Nicolas Jenner, Esquire
Adam G. Landis, Esquire
Matthew R. Pierce, Esquire
Landis Rath & Cobb LLP
919 Market Street
Suite 1800
Wilmington, DE 19801

Jane M. Leamy
U.S. Trustee
Office of the United States Trustee
J. Caleb Boggs Federal Building
844 King Street, Suite 2207
Wilmington, DE 19801

Albert Kass, Esquire
Kurtzman Carson Consultants LLC
222 N. Pacific Coast Highway
Suite 300
El Segundo, CA 90245

Jason R. Adams, Esquire
Maeghan J. McLoughlin, Esquire
Eric R. Wilson, Esquire
Kelley Drye & Warren LLP
101 Park Avenue
New York, NY 10178

Richard Michael Beck, Esquire
Sally E. Veghte, Esquire
Klehr Harrison Harvey Branzburg
919 North Market Street
Suite 1000
Wilmington, DE 19801

Dated: July 18, 2023

REGER RIZZO & DARNALL LLP

/s/ Louis J. Rizzo

Louis J. Rizzo (DE Bar No. 3374)

1521 Concord Pike, Suite 305

Brandywine Plaza West

Wilmington, DE 19803

Tel: (302) 477-7100

Fax: (302) 652-3620

Email: lrizzo@regerlaw.com

Counsel to Creditor, Griffin T. Ferrigan

EXHIBIT A

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

Index#

-----X
GRIFFIN T. FERRIGAN,

Date Filed :

Plaintiff,

SUMMONS

-against-

Plaintiff designates
KINGS County as the
place of trial

HOULIHAN'S, HOULIHAN'S RESTAURANTS,
INC. and CLEMCLA REATLY CORP.,

The basis of the venue is
Plaintiff's residence
1209 DeKalb Ave, Apt. 223
Brooklyn, New York 11221

Defendants.

-----X

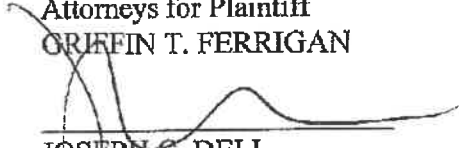
TO THE ABOVE NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED to answer the Complaint in this action and to serve a copy of your Answer, or, if the Complaint is not served with this Summons, to serve a Notice of Appearance, on the plaintiffs' attorneys within twenty (20) days after the service of this Summons, exclusive of the day of service (or within thirty (30) days after the service is complete if this Summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the Complaint.

Dated: Garden City, New York
December 5, 2016

DELL & DEAN, PLLC
Attorneys for Plaintiff
GRIFFIN T. FERRIGAN

By:


JOSEPH G. DELL
1225 Franklin Ave., Suite #450
Garden City, New York 11530
(516) 880-9700
File No.: 00693

Defendants' Addresses:
HOULIHAN'S
725 Merrick Avenue
Westbury, New York 11590

HOULIHAN'S RESTAURANTS, INC.
8700 State Line Road, Ste. 100
Leawood, Kansas 66206

CLEMCLA REATLY CORP.
c/o HOWARD D. STAVE
118-21 Queens Blvd.
Forest Hills, New York 11375

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

-----X
GRIFFIN T. FERRIGAN,

Index No.

Plaintiff,

-against-

**VERIFIED
COMPLAINT**

HOULIHAN'S, HOULIHAN'S RESTAURANTS,
INC., and CLEMCLA REATLY CORP.,

Defendants.
-----X

Plaintiff, **GRIFFIN T. FERRIGAN** by his attorneys, **DELL & DEAN, PLLC**,
complaining of the Defendants respectfully alleges as follows:

AS AND FOR A FIRST CAUSE OF ACTION

1. At all times herein mentioned, Plaintiff was and still is a resident of the County of Kings, State of New York.
2. This action falls within one or more of the exemptions set forth in CPLR §1602.
3. That upon information and belief, at all times hereinafter mentioned **HOULIHAN'S**, was and still is a domestic corporation, foreign corporation or other legal entity duly authorized to do business in the State of New York.
4. That upon information and belief, at all times hereinafter mentioned, defendant, **HOULIHAN'S**, maintained a principal place of business, a bar/restaurant in the County of Nassau, State of New York, know as **HOULIHAN'S**.
5. That upon information and belief, at all times hereinafter mentioned **HOULIHAN'S RESTAURANTS, INC.**, was and still is a domestic corporation, foreign

corporation or other legal entity duly authorized to do business in the State of New York.

6. That upon information and belief, at all times hereinafter mentioned, defendant, mentioned **HOULIHAN'S RESTAURANTS, INC.**, maintained a principal place of business, in the County of Johnson, State of Kansas.

7. That upon information and belief, at all times hereinafter mentioned **CLEMCLA REATLY CORP.**, was and still is a domestic corporation, foreign corporation or other legal entity duly authorized to do business in the State of New York.

8. That upon information and belief, at all times hereinafter mentioned, defendant, **CLEMCLA REATLY CORP.**, maintained a principal place of business in the County of Suffolk, State of New York.

AS AND FOR A FIRST CAUSE OF ACTION

9. That upon information and belief, at all times herein mentioned, Defendant **HOULIHAN'S**, through its agents, servants, employees, and/or assigns, owned, operated, managed, maintained, possessed, supervised and controlled premises located at 725 Merrick Avenue, Westbury, County of Nassau, State of New York.

10. That upon information and belief, at all times herein mentioned, Defendant **HOULIHAN'S RESTAURANTS, INC.**, through its agents, servants, employees, and/or assigns, owned, operated, managed, maintained, possessed, supervised and controlled premises located at 725 Merrick Avenue, Westbury, County of Nassau, State of New York.

11. That upon information and belief, at all times herein mentioned, Defendant **CLEMCLA REATLY CORP.**, through its agents, servants, employees, and/or assigns, owned, operated, managed, maintained, possessed, supervised and controlled premises located at 725 Merrick Avenue, Westbury, County of Nassau, State of New York.

12. At all times herein mentioned, said Defendant **HOULIHAN'S** invited and still invites the general public, to patronize the aforementioned premises, for the purpose of purchasing food and alcohol, including, but not limited to the patron **CHRISTINA VELASQUEZ** herein.

13. At all times herein mentioned, said Defendant **HOULIHAN'S RESTAURANTS, INC.** invited and still invites the general public, to patronize the aforementioned premises, for the purpose of purchasing food and alcohol, including, but not limited to the patron, **CHRISTINA VELASQUEZ** herein.

14. At all times herein mentioned Defendant **HOULIHAN'S** employed bartenders, waiters, waitresses and others to operate, manage, supervise and control its bar/restaurant 725 Merrick Avenue, Westbury, County of Nassau, State of New York.

15. At all times herein mentioned Defendant **HOULIHAN'S RESTAURANTS, INC.** employed bartenders, waiters, waitresses and others to operate, manage, supervise and control its bar/restaurant 725 Merrick Avenue, Westbury, County of Nassau, State of New York.

16. At all times herein mentioned Defendant **HOULIHAN'S** was under a duty to train, supervise and employ bartenders, waiters, waitresses and others to operate said bar/restaurant and not to over-serve the patrons therein.

17. At all times herein mentioned Defendant **HOULIHAN'S RESTAURANTS, INC.** was under a duty to train, supervise and employ bartenders, waiters, waitresses and others to operate said bar/restaurant and not to over-serve the patrons therein.

18. At all times herein mentioned, Defendant **HOULIHAN'S** had a duty to operate its premises in a reasonably safe and prudent manner.

19. At all times herein mentioned, Defendant **HOULIHAN'S RESTAURANTS, INC.** had a duty to operate its premises in a reasonably safe and prudent manner.

20. At all times herein mentioned, Defendant **CLEMCLA REATLY CORP.** had a duty to operate its premises in a reasonably safe and prudent manner.

21. The aforementioned occurrence took place due to the negligence of the Defendant, **HOULIHAN'S**, its agents, servants, employees and/or licensees, acting within the scope of their authority, within the scope of their employment and in the furtherance of their agency.

22. The aforementioned occurrence took place due to the negligence of the Defendant, **HOULIHAN'S RESTAURANTS, INC.**, its agents, servants, employees and/or licensees, acting within the scope of their authority, within the scope of their employment and in the furtherance of their agency.

23. The aforementioned occurrence took place due to the negligence of the Defendant, **CLEMCLA REATLY CORP.**, its agents, servants, employees and/or licensees, acting within the scope of their authority, within the scope of their employment and in the furtherance of their agency.

24. On or about December 18, 2013 and/or December 19, 2013, patron **CHRISTINA VELASQUEZ** was lawfully a patron and properly in the Defendant **HOULIHAN'S**, aforementioned bar/restaurant.

25. On or about December 18, 2013 and/or December 19, 2013, patron **CHRISTINA VELASQUEZ** was lawfully a patron and properly in the Defendant **HOULIHAN'S, RESTAURANTS, INC.** aforementioned bar/restaurant.

26. On December 18, 2013 and/or December 19, 2013, patron **CHRISTINA**

VELASQUEZ was lawfully a patron and properly in the Defendant **CLEMCLA REATLY CORP.** aforementioned bar/restaurant.

27. On or about December 18, 2013 and/or December 19, 2013, patron **CHRISTINA VELASQUEZ** was in the Defendant **HOULIHAN'S**, aforementioned premises and was visibly intoxicated.

28. On or about December 18, 2013 and/or December 19, 2013, patron **CHRISTINA VELASQUEZ** was in the Defendant **HOULIHAN'S RESTAURANTS, INC.**, aforementioned premises and was visibly intoxicated.

29. On or about December 18, 2013 and/or December 19, 2013, patron **CHRISTINA VELASQUEZ** was in the Defendant **CLEMCLA REATLY CORP.**, aforementioned premises and was visibly intoxicated.

30. At the aforementioned time and place, Defendant **HOULIHAN'S**, its agents, servants and employees violated the New York State General Obligations Laws Section 11-101 by serving alcohol to patron **CHRISTINA VELASQUEZ** when she was visibly intoxicated, and in doing so caused injury to the person of the plaintiff.

31. At the aforementioned time and place, Defendant **HOULIHAN'S RESTAURANTS, INC.**, its agents, servants and employees violated the New York State General Obligations Laws Section 11-101 by serving alcohol to patron **CHRISTINA VELASQUEZ** when she was visibly intoxicated, and in doing so caused injury to the person of the plaintiff.

32. At the aforementioned time and place, Defendant **CLEMCLA REATLY CORP.**, its agents, servants and employees violated the New York State General Obligations Laws Section 11-101 by serving alcohol to patron **CHRISTINA VELASQUEZ**

when she was visibly intoxicated, and in doing so caused injury to the person of the plaintiff.

33. That said incident took place due to the negligence, recklessness and carelessness of the defendant, **HOULIHAN'S**, its agents, servants and employees.

34. That said incident took place due to the negligence, recklessness and carelessness of the defendant, **HOULIHAN'S RESTAURANTS, INC.**, its agents, servants and employees.

35. That said incident took place due to the negligence, recklessness and carelessness of the defendant, **CLEMCLA REATLY CORP.**, its agents, servants and employees.

36. That by reason of the said incident, plaintiff, **GRIFFIN T. FERRIGAN**, was caused to sustain severe and permanent personal injuries, has endured and will endure great mental distress and physical suffering, was required to undergo surgery and physical therapy and will be permanently injured, as a result of being struck by patron **CHRISTINA VELASQUEZ** motor vehicle after she had left the premises owned and operated by defendant **HOULIHAN'S**, after which time patron **CHRISTINA VELASQUEZ** was arrested for driving under the influence of alcohol.

37. That by reason of the said incident, plaintiff, **GRIFFIN T. FERRIGAN**, was caused to sustain severe and permanent personal injuries, has endured and will endure great mental distress and physical suffering, was required to undergo surgery and physical therapy and will be permanently injured, as a result of being struck by patron **CHRISTINA VELASQUEZ** motor vehicle after she had left the premises owned and operated by defendant **HOULIHAN'S RESTAURANTS, INC.**, after which time patron **CHRISTINA VELASQUEZ** was arrested for driving under the influence of alcohol.

38. That by reason of the said incident, plaintiff, **GRIFFIN T. FERRIGAN**, was caused to sustain severe and permanent personal injuries, has endured and will endure great mental distress and physical suffering, was required to undergo surgery and physical therapy and will be permanently injured, as a result of being struck by patron **CHRISTINA VELASQUEZ** motor vehicle after she had left the premises owned and operated by defendant **CLEMCLA REATLY CORP.**, after which time patron **CHRISTINA VELASQUEZ** was arrested for driving under the influence of alcohol.

39. That solely as a result of the foregoing, plaintiff **GRIFFIN T. FERRIGAN** has incurred hospital and medical expenses and sustained a loss of income.

40. That the limitations set forth in Article 16 of the CPLR do not apply to this action, since one or more of the exceptions apply.

41. By reason of the foregoing, plaintiff **GRIFFIN T. FERRIGAN** has been damaged in an amount which exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction herein

AS AND FOR A SECOND CAUSE OF ACTION

42. Plaintiff repeats, reiterates each and every allegation contained in paragraphs "1" through "41" of the foregoing cause of action as though fully set forth at length herein.

43. At all times herein mentioned, it was the duty of defendant **HOULIHAN'S'S**, to hire, supervise and control its premises and employees in a careful, prudent and reasonable manner.

44. At all times herein mentioned, it was the duty of defendant **HOULIHAN'S RESTAURANTS, INC.'s**, to hire, supervise and control its premises and employees in a careful, prudent and reasonable manner.

45. The aforementioned incident was caused solely by the reason of the negligence of said defendant **HOULIHAN'S** in the ownership, operation, supervision, management, control and negligent hiring of the aforementioned bar/restaurant and the bar/restaurant employees, agents, servants and assigns and without any negligence on the part of the plaintiff, contributing thereto.

46. The aforementioned incident was caused solely by the reason of the negligence of said defendant **HOULIHAN'S RESTAURANTS, INC.** in the ownership, operation, supervision, management, control and negligent hiring of the aforementioned bar/restaurant and the bar/restaurant employees, agents, servants and assigns and without any negligence on the part of the plaintiff, contributing thereto.

47. The aforementioned incident was caused solely by the reason of the negligence of said defendant **CLEMCLA REATLY CORP.** in the ownership, operation, supervision, management, control and negligent hiring of the aforementioned bar/restaurant and the bar/restaurant employees, agents, servants and assigns and without any negligence on the part of the plaintiff, contributing thereto.

48. As a result of the foregoing acts of negligence on the part of the defendants, plaintiff **GRIFFIN T. FERRIGAN** sustained the personal injuries alleged herein above and incurred related special damages.

49. The limitations of liability set forth in Article 16 of the CPLR do not apply to this action, since one or more of the exceptions apply.

50. By reason of the foregoing, plaintiff **GRIFFIN T. FERRIGAN** has been damaged in an amount which exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction herein

AS AND FOR A THIRD CAUSE OF ACTION

51. Plaintiff repeats, reiterates each and every allegation contained in paragraphs "1" through "50" of the foregoing cause of action as though fully set forth at length herein.

52. On or about December 18, 2013 and/or December 19, 2013, **CHRISTINA VELASQUEZ** was a patron of defendant **HOULIHAN'S**.

53. At all times herein mentioned partron **CHRISTINA VELASQUEZ** was intoxicated at defendant **HOULIHAN'S's** bar/restaurant.

54. At all times herein mentioned partron **CHRISTINA VELASQUEZ** was intoxicated at defendant **HOULIHAN'S RESTAURANTS, INC.'s** bar/restaurant.

55. At all times herein mentioned patron **CHRISTINA VELASQUEZ** was intoxicated at defendant **CLEMCLA REATLY CORP.'s** bar/restaurant.

56. At all times herein mentioned patron **CHRISTINA VELASQUEZ** was visibly intoxicated and defendant **HOULIHAN'S's** employees were on notice of same.

57. At all times herein mentioned patron **CHRISTINA VELASQUEZ** was visibly intoxicated and defendant **HOULIHAN'S RESTAURANTS, INC.'s** employees were on notice of same.

58. At all times herein mentioned patron **CHRISTINA VELASQUEZ** while visibly intoxicated was served alcohol by the bar/restaurant employees, agents, servants of defendant **HOULIHAN'S**.

59. At all times herein mentioned patron **CHRISTINA VELASQUEZ** while visibly intoxicated was served alcohol by the bar/restaurant employees, agents, servants of defendant **HOULIHAN'S RESTAURANTS, INC.'**

60. By reason of the foregoing, plaintiff **GRIFFIN T. FERRIGAN** has been damaged in an amount which exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction herein.

WHEREFORE, plaintiff prays for judgment against the defendants on behalf of the First, Second and Third Causes of Action in amounts which exceed the jurisdictional limits of all lower courts which would otherwise have jurisdiction herein, together with the costs and disbursements of this action.

Dated: Garden City, New York
December 5, 2016

Yours, etc.

DELL & DEAN, PLLC
Attorneys for Plaintiff
GRIFFIN T. FERRIGAN

By: _____

JOSEPH G. DELL
122 Franklin Avenue, Suite 450
Garden City, New York 11530
(516) 880-9700
File No.: 00693

ATTORNEY VERIFICATION

JOSEPH G. DELL, managing member and President of DELL & DEAN, PLLC, the attorneys for the plaintiffs in the within action;

I have read the foregoing COMPLAINT and know its contents to be true to my own knowledge, except as to the matters therein stated to be alleged on information and belief, and as to those matters I believe them to be true;

The reason I make this verification instead of the plaintiff is that plaintiff is not present in the county in which your affirrant's office is located;

The sources for my information and the grounds for my belief are based upon my conversations with the plaintiffs, correspondence, investigation, statements and information in affirrant's office.

I affirm that the foregoing statements are true under the penalties of perjury.

Dated: Garden City, New York
December 5, 2016



JOSEPH G. DELL

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

-----X
GRIFFIN T. FERRIGAN,

Index No:

Plaintiff,

- against -

HOULIHAN'S, HOULIHAN'S RESTAURANTS,
INC. and CLEMCLA REALTY CORP.,

Defendants.
-----X

SUMMONS & VERIFIED COMPLAINT

DELL & DEAN, PLLC
Attorneys for Plaintiff
1225 Franklin Avenue, Suite 450
Garden City, NY 11530
Telephone: (516) 880-9700
Facsimile: (516) 880-9707

EXHIBIT B

FILED: KINGS COUNTY CLERK 01/17/2018 01:14 PM

INDEX NO. 521601/2016

NYSCEF DOC. NO. 39

RECEIVED NYSCEF: 01/17/2018

At an I.A.S. Part 91 of the Supreme Court of the State of New York, held in and for the County of Kings, at the Courthouse, located at Civic Center, Borough of Brooklyn, City and State New York on the 12 day of Dec 2017

PRESENT: Hon. Jean Cohen JSC

Griffin T Ferrigan
Plaintiff

-against-

Houlihan et al
Defendant

Consolidation Order
Index # 521601/14
Cal # 14
Seq # 003

Upon the Notice of Motion and the affirmation in support and due deliberation had, it is now

Ordered, that the motion is granted to the extent that actions # 1 and # 2 are consolidated for all purposes; and it is further,

**Ordered, that upon service of a copy of this order and payment of the requisite fees, the Clerk of KINGS County is directed to transfer the file of index # 521601/14 and all papers contained therein to the Clerk of QUEENS County; and it is further,

Ordered, that the Clerk of QUEENS County is directed to consolidate the file of index # 521601/14 into index # 706761/14 and it is further,

Ordered, that the pleadings in each action shall stand as the pleadings in the consolidated action; and it is further,

Ordered, that a copy of this order with notice of entry shall be served upon all parties to the consolidated action, and it is further,

Ordered, that the caption shall read as follows:

Griffin T Ferrigan
Plaintiff

-against-

Christina Velasquez, Thomas C Ortiz, Eilford Hughes, Houlihan & Houlihan
Defendant
Residents of Clemenla Realty Corp

ATLANTA
Cost Marketing
Houlihan
Previous Resolved
Index # 706761/14
AM 8:13
2018 JAN 17
KINGS COUNTY CLERK
FILED
my

check if additional page annexed with more captions
** strike decretal if inapplicable

ENTER,
[Signature]
1 of 1 JSC

EXHIBIT C

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

Index No.:
Date Purchased:

-----X
GRIFFIN T. FERRIGAN,

SUMMONS

Plaintiff,

Plaintiff designates Queens
County as the place of trial.

-against-

CHRISTINA VELASQUEZ, THOMAS C. ORTIZ and
ELTON J. HUGHES,

The basis of venue is:
Plaintiff's residence

Defendants.
-----X

Plaintiff resides at:
11-15 Broadway, Apt. 1D
Astoria, New York 11106

County of QUEENS

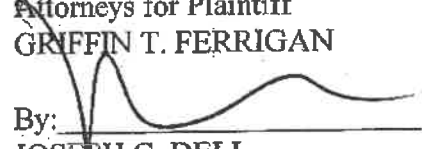
To the above named Defendants:

You are hereby summoned to answer the complaint in this action, and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance on the Plaintiffs' attorney(s) within twenty days after the service of this summons, exclusive of the day of service, where service is made by delivery upon you personally within the state, or, within 30 days after completion of service where service is made in any other manner. In case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: Garden City, NY

9-19-14

DELL & DEAN, PLLC
Attorneys for Plaintiff
GRIFFIN T. FERRIGAN

By: 
JOSEPH G. DELL
1325 Franklin Avenue, Suite 100
Garden City, New York 11530
(516) 880-9700

TO: CHRISTINA VELASQUEZ
97 Cedarhurst Avenue
Cedarhurst, New York 11516

THOMAS C. ORTIZ
21 Spaulding Lane
Inwood, New York 11096

ELTON J. HUGHES
79 Fifth Avenue
Westbury, New York 11590

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

-----X
GRIFFIN T. FERRIGAN,

Plaintiff,

-against-

CHRISTINA VELASQUEZ, THOMAS C. ORTIZ and
ELTON J. HUGHES,

Defendants.
-----X

Index No.:

VERIFIED COMPLAINT

Plaintiff, by his attorneys, **DELL & DEAN, PLLC**, complaining of the Defendants, respectfully alleges, upon information and belief, as follows:

1. At all times herein mentioned, Plaintiff **GRIFFIN T. FERRIGAN** was, and still is, a resident of the County of Queens, State of New York.
2. Upon information and belief, at all times herein mentioned, Defendant **CHRISTINA VELASQUEZ** was, and still is, a resident of the County of Nassau, State of New York.
3. Upon information and belief, at all times herein mentioned, Defendant **THOMAS C. ORTIZ** was, and still is, a resident of the County of Nassau, State of New York.
4. Upon information and belief, at all times herein mentioned, Defendant **ELTON J. HUGHES** was, and still is, a resident of the County of Nassau, State of New York.
5. At all times herein mentioned, Defendant **THOMAS C. ORTIZ** was the owner of a 2013 BMW motor vehicle bearing New York State license plate number GGK5470.

6. At all times herein mentioned, Defendant **CHRISTINA VELASQUEZ** operated the 2013 BMW motor vehicle bearing New York State license plate number GGK5470 with the knowledge, consent and permission of Defendant **THOMAS C. ORTIZ**.

7. At all times hereinafter mentioned, Defendant **CHRISTINA VELASQUEZ** managed, maintained, controlled and repaired the aforesaid motor vehicle.

8. At all times hereinafter mentioned, Defendant **THOMAS C. ORTIZ** managed, maintained, controlled and repaired the aforesaid motor vehicle.

9. At all times herein mentioned, Defendant **THOMAS C. ORTIZ** negligently entrusted the aforementioned motor vehicle to Defendant **CHRISTINA VELASQUEZ**.

10. At all times herein mentioned, Defendant **THOMAS C. ORTIZ** knew or should have known that Defendant **CHRISTINA VELASQUEZ** was incompetent to operate said vehicle.

11. At all times herein mentioned, Defendant **CHRISTINA VELASQUEZ** breached a duty of care owed to the Plaintiff **GRIFFIN T. FERRIGAN** in that she failed to drive as a reasonably prudent person under the circumstances existing on December 19, 2013.

12. At all times herein mentioned, Defendant **ELTON J. HUGHES** was the owner of a 1996 Mercury motor vehicle bearing New York State license plate number BES4274.

13. At all times herein mentioned, Defendant **ELTON J. HUGHES** operated the 1996 Mercury motor vehicle bearing New York State license plate number BES4274.

14. At all times hereinafter mentioned, Defendant **ELTON J. HUGHES** managed, maintained, controlled and repaired the aforesaid motor vehicle.

15. At all times herein mentioned, Defendant **ELTON J. HUGHES** breached a duty of

care owed to the Plaintiff **GRIFFIN T. FERRIGAN** in that he failed to drive as a reasonably prudent person under the circumstances existing on December 19, 2013.

16. At all times hereinafter mentioned, Plaintiff **GRIFFIN T. FERRIGAN** was the operator of a 2011 Chevrolet motor vehicle bearing New York State license plate number GCM5045.

17. At all times hereinafter mentioned, Old Country Road at or near its intersection with Post Avenue, Westbury, County of Nassau, State of New York was a public roadway and/or thoroughfare.

18. That on December 19, 2013, Defendant **CHRISTINA VELASQUEZ** was operating the motor vehicle owned by Defendant **THOMAS C. ORTIZ** at the aforementioned location.

19. That on December 19, 2013, Defendant **ELTON J. HUGHES** was operating his motor vehicle at the aforementioned location.

20. That on December 19, 2013, Plaintiff **GRIFFIN T. FERRIGAN** was operating his motor vehicle at the aforementioned location.

21. That on December 19, 2013, at the aforementioned location, the motor vehicle owned by Defendant **THOMAS C. ORTIZ** and operated by Defendant **CHRISTINA VELASQUEZ** and the motor vehicle owned and operated by Defendant **ELTON J. HUGHES** were in a collision. The motor vehicle owned by Defendant **THOMAS C. ORTIZ** and operated by Defendant **CHRISTINA VELASQUEZ** then struck the motor vehicle operated by Plaintiff **GRIFFIN T. FERRIGAN**.

22. That as a result of the aforesaid contact, Plaintiff **GRIFFIN T. FERRIGAN** was injured.

23. That the aforesaid occurrence was caused wholly and solely by reason of the negligence of the Defendant **CHRISTINA VELASQUEZ** without any fault or negligence on the part of the Plaintiff contributing thereto.

24. That the aforesaid occurrence was caused wholly and solely by reason of the negligence of the Defendant **THOMAS C. ORTIZ** without any fault or negligence on the part of the Plaintiff contributing thereto.

25. That the aforesaid occurrence was caused wholly and solely by reason of the negligence of the Defendant **ELTON J. HUGHES** without any fault or negligence on the part of the Plaintiff contributing thereto.

26. That Defendant **CHRISTINA VELASQUEZ** was negligent, careless and reckless in the ownership, operation, management, maintenance, supervision, use and control of the aforesaid vehicle and the Defendant was otherwise negligent, careless, reckless and grossly negligent.

27. That Defendant **THOMAS C. ORTIZ** was negligent, careless and reckless in the ownership, operation, management, maintenance, supervision, use and control of the aforesaid vehicle and the Defendant was otherwise negligent, careless, reckless and grossly negligent.

28. That Defendant **ELTON J. HUGHES** was negligent, careless and reckless in the ownership, operation, management, maintenance, supervision, use and control of the aforesaid vehicle and the Defendant was otherwise negligent, careless, reckless and grossly negligent.

29. That by reason of the foregoing, Plaintiff **GRIFFIN T. FERRIGAN** sustained severe and permanent personal injuries; and Plaintiff **GRIFFIN T. FERRIGAN** was otherwise damaged.

30. That Plaintiff **GRIFFIN T. FERRIGAN** sustained serious injuries as defined in Subdivision (d) of §5102 of the Insurance Law-Recodification.

31. That Plaintiff **GRIFFIN T. FERRIGAN** sustained serious injuries and economic loss greater than basic economic loss as to satisfy the exceptions of §5104 of the Insurance Law.

32. That this action falls within one or more of the exceptions as set forth in CPLR §1602.

33. That by reason of the foregoing, Plaintiff **GRIFFIN T. FERRIGAN** has been damaged in an amount which exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction herein.

WHEREFORE, Plaintiff **GRIFFIN T. FERRIGAN** prays for judgment against the Defendants **CHRISTINA VELASQUEZ, THOMAS C. ORTIZ** and **ELTON J. HUGHES** in an amount which exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction herein, together with the costs and disbursements of this action.

Dated: Garden City, New York

9-19-14

Yours, etc.

DELL & DEAN, PLLC
Attorneys for Plaintiff
GRIFFIN T. FERRIGAN

By: 
JOSEPH G. DELL
1325 Franklin Avenue, Suite 100
Garden City, New York 11530
(516) 880-9700

VERIFICATION

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

Griffin T. Feeigan, being duly sworn, says:

I am the Plaintiff above named.

I have read the foregoing Summons + Complaint and know its contents; the same is true to my knowledge, except as to those matters therein stated to be alleged on information and belief, and as to those matters I believe them to be true.

[Handwritten signature]

Sworn hereto before me this
17th day of Sept., 2014

Donna M. Connor
Notary Public

DONNA M. CONNOR
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01CO5008225
Qualified in Suffolk County
Commission Expires February 16, 2015

Index No.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

GRIFFIN T. FERRIGAN,

Plaintiff,

-against-

CHRISTINA VELASQUEZ, THOMAS C. ORTIZ and ELTON J. HUGHES,

Defendants.

SUMMONS & COMPLAINT

DELL & DEAN, PLLC
Attorneys for Plaintiff
1325 Franklin Avenue
Suite 100
Garden City, New York 11530
(516) 880-9700
Facsimile (516) 880-9707

TO:

EXHIBIT D

Fill in this information to identify the case:

Debtor Houlihan's Restaurants, Inc.

United States Bankruptcy Court for the: _____ District of Delaware
(State)

Case number 19-12416

**Official Form 410
Proof of Claim**

04/19

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?** Griffin Ferrigan
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?** No
 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?	Where should payments to the creditor be sent? (if different)
	<u>Griffin Ferrigan</u> <u>Joseph Dell</u> <u>1225 Franklin Avenue, Ste 450</u> <u>Garden City, NY 11530, United States</u>	
Contact phone <u>5168809700</u>	Contact phone _____	Contact email _____
Contact email <u>jdean@d2triallaw.com</u>	Contact email _____	Contact email _____
Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____		

4. **Does this claim amend one already filed?** No
 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?** No
 Yes. Who made the earlier filing? _____



191241620043000000000001

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? \$ 100,000.00 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.

Personal Injury Action

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).
- Up to \$3,025* 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 \$13,650*) 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.

Amount entitled to priority

\$ _____
 \$ _____
 \$ _____
 \$ _____
 \$ _____
 \$ _____

* Amounts are subject to adjustment on 4/01/22 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim 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)(2) 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 04/30/2020
MM / DD / YYYY

/s/ Joseph Dell
 Signature

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

Name Joseph Dell
First name Middle name Last name

Title President

Company Dell and Dean PLLC
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address _____

Contact phone _____ Email _____



191241620043000000000001

KCC ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (877) 725-7530 | International 001-310-823-9000

Debtor: 19-12416 - Houlihan's Restaurants, Inc.		
District: District of Delaware		
Creditor: Griffin Ferrigan Joseph Dell 1225 Franklin Avenue, Ste 450 Garden City, NY, 11530 United States Phone: 5168809700 Phone 2: Fax: Email: jidean@d2triallaw.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: Personal Injury Action	Last 4 Digits: No	Uniform Claim Identifier:
Total Amount of Claim: 100,000.00	Includes Interest or Charges: No	
Has Priority Claim: No	Priority Under:	
Has Secured Claim: No	Nature of Secured Amount:	
Amount of 503(b)(9): No	Value of Property:	
Based on Lease: No	Annual Interest Rate:	
Subject to Right of Setoff: No	Arrearage Amount:	
	Basis for Perfection:	
	Amount Unsecured:	
Submitted By: Joseph Dell on 30-Apr-2020 12:13:10 p.m. Eastern Time		
Title: President		
Company: Dell and Dean PLLC		

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In Re:	)	Chapter 11
)	
	)	Case No. 19-12415 (MFW)
)	
HRI HOLDING CORP., et al., ¹	)	Jointly Administered
)	
Debtors.	)	Related to Docket No. _____
)	
	)	Hearing Date: August 15, 2023 at 3:00PM EST
	)	Objection Deadline: August 2, 2023 at 5PM EST

**NOTICE OF MOTION OF CREDITOR, GRIFFIN T. FERRIGAN’S
MOTION FOR RELIEF FROM THE PLAN INJUNCTION TO PERMIT
RESUMPTION OF PERSONAL INJURY LITIGATION**

TO:

Kimberly A. Brown, Esquire Nicolas Jenner, Esquire Adam G. Landis, Esquire Matthew R. Pierce, Esquire Landis Rath & Cobb LLP 919 Market Street Suite 1800 Wilmington, DE 19801	Jason R. Adams, Esquire Maeghan J. McLoughlin, Esquire Eric R. Wilson, Esquire Kelley Drye & Warren LLP 101 Park Avenue New York, NY 10178
Jane M. Leamy U.S. Trustee Office of the United States Trustee J. Caleb Boggs Federal Building 844 King Street, Suite 2207 Wilmington, DE 19801	Richard Michael Beck, Esquire Sally E. Veghte, Esquire Klehr Harrison Harvey Branzburg 919 North Market Street Suite 1000 Wilmington, DE 19801
Albert Kass, Esquire Kurtzman Carson Consultants LLC 222 N. Pacific Coast Highway Suite 300 El Segundo, CA 90245	Kimberly A. Brown, Esquire Nicolas Jenner, Esquire Adam G. Landis, Esquire Matthew R. Pierce, Esquire Landis Rath & Cobb LLP 919 Market Street Suite 1800 Wilmington, DE 19801

¹ The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: HRI Holding Corp. (4677), Houlihan’s Restaurants, Inc. (8489), HDJG Corp. (3479), Red Steer, Inc. (2214), Houlihan’s of Ohio, Inc. (6410), HRI O’Fallon, Inc. (4539), Houlihan’s Texas Holdings, Inc. (5485). On November 17, 2021, the Court entered a final decree closing certain of the original affiliated Debtors’ Chapter 11 Cases [D.I. 883]. The Debtors’ mailing address is HRI Holdings Corp., c/o Saccullo Business Consulting, LLC, 27 Crimson King Drive, Bear, Delaware 19701.

Creditor, Griffin T. Ferrigan (“Creditor”), by and through the undersigned counsel, files this *Motion for Relief From the Plan Injunction* to permit the Creditor to proceed with a pending pre-petition personal injury litigation against HRI Holding Corp., its subsidiaries and affiliates (collectively the “Debtor” or “Houlihan’s”).

HEARING ON THE MOTION WILL BE HELD ON AUGUST 15, 2023 AT 3:00PM EST

You are required to file a response (and the supporting documentation required by Local Rule 4001-1(c)) to the attached motion at least seven days before the above hearing date with the Clerk of the Bankruptcy Court for the District of Delaware.

At the same time, you must also serve a copy of the response upon Movants’ counsel:

Louis J. Rizzo, Jr., Esquire
Reger Rizzo & Darnall LLP
Brandywine Plaza West
1521 Concord Pike, Suite 305
Wilmington, DE 19803
(302) 477-7100

The hearing date specified above may be a preliminary hearing or may be consolidated with the final hearing, as determined by the Court.

The attorneys for the parties shall confer with respect to the issues raised by the motion in advance for the purpose of determining whether a consent judgment may be entered and/or for the purpose of stipulating to relevant facts such as value of the property, and the extent and validity of any security instrument.

Dated: July 18, 2023

REGER RIZZO & DARNALL LLP

/s/ Louis J. Rizzo
Louis J. Rizzo (DE Bar No. 3374)
1521 Concord Pike, Suite 305
Brandywine Plaza West
Wilmington, DE 19803
Tel: (302) 477-7100
Fax: (302) 652-3620
Email: lrizzo@regerlaw.com

Counsel to Creditor, Griffin T. Ferrigan

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

	)	Chapter 11
In Re:)	
	)	Case No. 19-12415 (MFW)
)	
HRI HOLDING CORP., et al., ¹	)	Jointly Administered
)	
Debtors.	)	Related to Docket No. _____
)	

**ORDER APPROVING CREDITOR, GRIFFIN T. FERRIGAN’S
MOTION FOR RELIEF FROM THE PLAN INJUNCTION**

AND NOW, upon consideration of Creditor, Griffin T. Ferrigan’s (“Creditor” and/or “Movant”) *Motion for Relief From the Plan Injunction* (the “Motion”), good cause appearing for the relief requested in the motion; and no further notice or hearing being necessary or required; and the Court having considered the Motion and any responses thereto, as well as arguments of counsel, if any, it is hereby ORDERED that:

1. The Motion is GRANTED as set forth herein.
2. The stay is lifted and the action pending in the Supreme Court of New York, County of Kings bearing Index No. 521601/2016 (the “State Court Action”) shall be permitted to proceed to adjudication.
3. That Movant shall be entitled to liquidate and satisfy and judgment or other resolution granted, if any, from applicable insurance coverage available to the Debtors.

¹ The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: HRI Holding Corp. (4677), Houlihan’s Restaurants, Inc. (8489), HDJG Corp. (3479), Red Steer, Inc. (2214), Houlihan’s of Ohio, Inc. (6410), HRI O’Fallon, Inc. (4539), Houlihan’s Texas Holdings, Inc. (5485). On November 17, 2021, the Court entered a final decree closing certain of the original affiliated Debtors’ Chapter 11 Cases [D.I. 883]. The Debtors’ mailing address is HRI Holdings Corp., c/o Saccullo Business Consulting, LLC, 27 Crimson King Drive, Bear, Delaware 19701.

4. To the extent that insurance proceeds are unavailable, or insufficient, Movant will return to this Court for disposition of his claim.
5. Relief from the automatic stay shall be effective immediately upon entry of this Order and the 14-day stay provided in Bankruptcy Rule 4001(a)(3) shall not apply.
6. Except for the limited purpose of lifting the Plan Injunction as set forth in this Order, the Plan Injunction shall otherwise remain in full force and effect.
7. The Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation and enforcement of this Order.

BY THE COURT:

The Honorable Mary F. Walrath
United States Bankruptcy Judge