

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

In re:	Chapter 11
HRI HOLDING CORP., <i>et al.</i> , ¹	Case No. 19-12415 (MFW) (Jointly Administered)
Debtors.	Hearing Date: June 18, 2024, at 11:30 am (ET) Objection Deadline: June 4, 2024, at 4:00 pm (ET)

**OBJECTION OF PLAN ADMINISTRATOR TO
PROOF OF CLAIM FILED BY AUTO OWNERS INSURANCE COMPANY**

Anthony M. Saccullo, in his capacity as the Plan Administrator of HRI Holding Corp. and its affiliated debtors in the above-captioned chapter 11 bankruptcy proceeding (the “Plan Administrator”), through his undersigned counsel pursuant to section 502 of title 11 of the United States Code (the “Bankruptcy Code”), Rules 3007 and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and Rules 3007-1 and 9006-1(d) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”) file this objection (the “Objection”) and seeks entry of an order, substantially in the form attached hereto, disallowing the claim identified herein for the reasons stated herein and respectfully states as follows:

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.



Jurisdiction

1. The United States Bankruptcy Court for the District of Delaware (the “Court”) has jurisdiction over this matter under 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2), and the Court may enter a final order consistent with Article III of the United States Constitution.

2. Venue is proper under 28 U.S.C. §§ 1408 and 1409.

3. The legal bases for the relief requested in this Objection are section 502 of the United States Bankruptcy Code, Bankruptcy Rules 3007 and 9014, and Local Rules 3007-1 and 9006-1(d).

Background

4. On November 5, 2020, the Court confirmed the Debtors’ Plan pursuant to its *Findings of Fact, Conclusions of Law and Order (I) Confirming Joint Chapter 11 Plan of HRI Holding Corp. and its Debtor Affiliates and (II) Approving the Disclosure Statement on a Final Basis* [D.I. 735] (the “Confirmation Order”).

5. On November 13, 2020 (the “Effective Date”), the plan of reorganization (the “Plan”) was substantially consummated.

6. Pursuant to Article IV, Section F and Article VII, Section B of the Plan, the Plan Administrator was vested with standing and authority to object to claims.

The Claims Reconciliation Process

7. On December 12, 2019, the Debtors filed their schedules of assets and liabilities and executory contracts and unexpired leases and statements of financial affairs [D.I.s 187-268],

as required by section 521 of the Bankruptcy Code, and filed amended schedules on January 20, 2020 [D.I.s 368-406]

8. On February 26, 2020, the Court entered the *Order Establishing Bar Dates for Filing Claims and Approving Form and Manner of Notice Thereof* [D.I. 498] (the “Bar Date Order”) which, among other things, established April 1, 2020, as the deadline for all creditors of the Debtors holding or wishing to assert a “claim” (as defined in section 101(5) of the Bankruptcy Code) against any of the Debtors that arose before the Petition Date (each a “Claim”) including any claim arising under section 503(b)(9) of the Bankruptcy Code, to file proof of such Claim in writing (the “Consumer Bar Date”). Per the Bar Date Order, April 1, 2020, also was the Administrative Bar Date. Notice of the Bar Date Order was provided in accordance with the procedures outlined therein. On March 8, 2024, the Plan Administrator revised the schedules and attempted to adjust the scheduled claim of Auto Owners Insurance Company (the “Claim Holder”) through that mechanism. The Claim Holder then filed a proof of claim (the “Disputed Claim”). A true and correct copy of the Disputed Claim is attached hereto as Exhibit A.

Objection

9. The Debtor is not liable because the electricity services being sought by the Disputed Claim cover the period of 12/16/2022 to 1/18/2023, well after this lease was assumed and assigned to Landry’s pursuant to the Asset Purchase Agreement.

Additional Basis for Relief

10. Pursuant to section 101 of the Bankruptcy Code, a creditor holds a claim against a bankruptcy estate only to the extent that (a) it has a “right to payment” for the asserted liabilities and (b) the claim is otherwise allowable. 11 U.S.C. §§ 101(5) and 101(10).

11. When asserting a claim against a bankrupt estate, a claimant must allege facts that, if true, would support a finding that the debtor is legally liable to the claimant. *See In re Allegheny Int'l, Inc.*, 954 F.2d 167, 173 (3d Cir. 1992); *In re Int'l Match Corp.*, 69 F.2d 73, 76 (2d Cir. 1934) (finding that a proof of claim should at least allege facts from which legal liability can be seen to exist). Where the claimant alleges sufficient facts to support its claim, its claim is afforded *prima facie* validity. *In re Allegheny Int'l, Inc.*, 954 F.2d at 173. A party wishing to dispute such a claim must produce evidence in sufficient force to negate the claim's *prima facie* validity. *Id.* In practice, the objecting party must produce evidence that would refute at least one of the allegations essential to the claim's legal sufficiency. *Id.* at 173-74. Once the objection party produces such evidence, the burden shifts back to the claimant to prove the validity of his or her claim by a preponderance of evidence. *Id.* The burden of persuasion is always on the claimant. *Id.*

12. For the reasons set forth herein, the Court should disallow the Disputed Claim, as requested herein. If the Disputed Claim is not formally disallowed, the potential exists for the applicable claimant to receive recovery to which it is not entitled, to the detriment of the Debtors' other stakeholders. Thus, the relief requested herein is necessary to prevent any inappropriate distribution of estate funds and to facilitate the administration of the claims allowance process.

Response to Objection

13. If a claimant fails to file and serve a timely Response by the Response Deadline, the Plan Administrator may present to the Court an appropriate order disallowing, expunging, and/or reassigning the claim, without further notice to the claimant or a hearing.

Replies to Responses

14. Consistent with local Rule 9006-1(d), the Plan Administrator may file and serve a reply no later than 4:00 p.m. (prevailing Eastern Time) one day prior to the deadline for filing the agenda on any hearing to consider the Objection.

Reservation of Rights

15. The Plan Administrator expressly reserves the right to amend, modify, or supplement this Objection and to file additional substantive (to the extent allowable by the Court) or non-substantive objections to the Disputed Claims objected to herein, filed or not, which may be asserted against the Debtors. Should one or more of the grounds of objection stated in this Objection be overruled, the Plan Administrator reserves its right to object on any other applicable grounds. In addition, the Plan Administrator reserves the right to seek to reduce any Claims for any reason, including to the extent such Claim has been paid. The Plan Administrator reserves his right to raise further objections, including objections under section 502(d) of the Bankruptcy Code. To the maximum extent allowable by the Court, nothing in this Objection or the relief requested herein shall limit the Plan Administrator's right to bring future and/or additional objections to any of the Disputed Claims on any basis.

Conclusion

16. In sum, the Plan Administrator has determined that the Disputed Claim must be disallowed, *inter alia*, because it was not timely filed.

WHEREFORE, the Plan Administrator respectfully requests that the Court enter an order substantially in the form attached hereto as Exhibit B, granting the relief requested herein and such other and further relief as is just and equitable.

Dated: May 14, 2024
Wilmington, DE

GELLERT SEITZ BUSENKELL & BROWN, LLC

/s/ Amy D. Brown

Ronald S. Gellert (DE 4259)

Amy D. Brown (DE 4077)

1201 N. Orange St., Suite 300

Wilmington, Delaware 19801

Telephone: (302) 425-5800

Facsimile: (302) 425-5814

rgellert@gsbblaw.com

abrown@gsbblaw.com

Counsel for the Plan Administrator

EXHIBIT A

United States Bankruptcy Court for the District of Delaware		
Indicate Debtor against which you assert a claim by checking the appropriate box below. (Check only one Debtor per claim form.)		
<input checked="" type="checkbox"/> HRI Holding Corp. (Case No. 19-12415)	<input type="checkbox"/> JGIL Mill OP LLC (Case No. 19-12429)	<input type="checkbox"/> HOP Bayonne LLC (Case No. 19-12443)
<input type="checkbox"/> Houlihan's Restaurants, Inc. (Case No. 19-12416)	<input type="checkbox"/> JGIL Millburn, LLC (Case No. 19-12430)	<input type="checkbox"/> HOP Fairfield LLC (Case No. 19-12444)
<input type="checkbox"/> HDJG Corp. (Case No. 19-12417)	<input type="checkbox"/> JGIL Millburn Op LLC (Case No. 19-12431)	<input type="checkbox"/> HOP Ramsey LLC (Case No. 19-12445)
<input type="checkbox"/> Red Steer, Inc. (Case No. 19-12418)	<input type="checkbox"/> JGIL, LLC (Case No. 19-12432)	<input type="checkbox"/> HOP Bridgewater LLC (Case No. 19-12446)
<input type="checkbox"/> Sam Wilson's/Kansas, Inc. (Case No. 19-12419)	<input type="checkbox"/> JGIL Holding Corp. (Case No. 19-12433)	<input type="checkbox"/> HOP Parsippany LLC (Case No. 19-12447)
<input type="checkbox"/> Darryl's of St. Louis County, Inc. (Case No. 19-12420)	<input type="checkbox"/> JGIL Omaha, LLC (Case No. 19-12434)	<input type="checkbox"/> HOP Westbury LLC (Case No. 19-12448)
<input type="checkbox"/> Darryl's of Overland Park, Inc. (Case No. 19-12421)	<input type="checkbox"/> HOP NJ NY, LLC (Case No. 19-12435)	<input type="checkbox"/> HOP Weehawken LLC (Case No. 19-12449)
<input type="checkbox"/> Houlihan's of Ohio, Inc. (Case No. 19-12422)	<input type="checkbox"/> HOP Farmingdale LLC (Case No. 19-12436)	<input type="checkbox"/> HOP New Brunswick LLC (Case No. 19-12450)
<input type="checkbox"/> HRI O'Fallon, Inc. (Case No. 19-12423)	<input type="checkbox"/> HOP Cherry Hill LLC (Case No. 19-12437)	<input type="checkbox"/> HOP Holmdel LLC (Case No. 19-12451)
<input type="checkbox"/> Algonquin Houlihan's Restaurant, L.L.C. (Case No. 19-12424)	<input type="checkbox"/> HOP Paramus LLC (Case No. 19-12438)	<input type="checkbox"/> HOP Woodbridge LLC (Case No. 19-12452)
<input type="checkbox"/> Houlihan's Texas Holdings, Inc. (Case No. 19-12425)	<input type="checkbox"/> HOP Lawrenceville LLC (Case No. 19-12439)	<input type="checkbox"/> Houlihan's of Chesterfield, Inc. (Case No. 19-12453)
<input type="checkbox"/> Houlihan's Restaurants of Texas, Inc. (Case No. 19-12426)	<input type="checkbox"/> HOP Brick LLC (Case No. 19-12440)	
<input type="checkbox"/> Geneva Houlihan's Restaurant, L.L.C. (Case No. 19-12427)	<input type="checkbox"/> HOP Secaucus LLC (Case No. 19-12441)	
<input type="checkbox"/> Hanley Station Houlihan's Restaurant, LLC (Case No. 19-12428)	<input type="checkbox"/> HOP Heights LLC (Case No. 19-12442)	

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. Other than a claim under 11 U.S.C. § 503(b)(9), this form should not be used to make a claim for an administrative expense arising after the commencement of the case.

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.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>Auto Owners Insurance Company</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?	Where should notices to the creditor be sent? Name <u>c/o Martin Commercial Properties</u> Number Street <u>1111 Michigan Ave. Suite 300</u> City State ZIP Code <u>East Lansing MI 48823</u> Country <u>USA</u> Contact phone <u>517.319.9219</u> Contact email <u>william.shye@martincommercial.com</u>	Where should payments to the creditor be sent? (if different) Name Number Street City State ZIP Code Country Contact phone Contact email
	Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	
4. Does this claim amend one already filed?	<input type="checkbox"/> No <input checked="" 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? _____	

Official Form 410

Proof of Claim



191241524032800000000001

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?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____
7. How much is the claim? \$ <u>5,326.75</u>	Does this amount include interest or other charges? <input type="checkbox"/> No <input type="checkbox"/> 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. <u>Utility reimbursement per Lease agreement</u>
9. Is all or part of the claim secured?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. The claim is secured by a lien on property. Nature of property: <input type="checkbox"/> Real estate: If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> . <input type="checkbox"/> Motor vehicle <input type="checkbox"/> 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) _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable
10. Is this claim based on a lease?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ <u>5,326.75</u>
11. Is this claim subject to a right of setoff?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____

RECEIVED

MAR 28 2024

KURTZMAN CARSON CONSULTANTS



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

No

Yes. Check all that apply:

	Amount entitled to priority
<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
<input type="checkbox"/> 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).	\$ _____
<input type="checkbox"/> 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).	\$ _____
<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)(____) that applies.	\$ _____

* 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 _____
MM / DD / YYYY

William L Shy
Signature

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

Name William L Shy
First name Middle name Last name

Title Property Manager

Company Martin Commercial Properties
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 1111 Michigan Ave. Suite 300
Number Street

East Lansing MI 48823 USA
City State ZIP Code Country

Contact phone 517.319.9219
Email william.shy@martincommercial.com

RECEIVED

MAR 28 2024

KURTZMAN CARSON CONSULTANTS



LEASE

ONE EAST CAMPUS

THIS LEASE, made this 28 day of ^{August}~~June~~, 2017, between Auto-Owners Life Insurance Company, a Michigan corporation, whose address is 6101 Anacapi Boulevard, P.O. Box 30660, Lansing, Michigan 48909 (hereinafter referred to as "Landlord"), and Houlihan's Restaurants, Inc., d/b/a J. Gilbert's, whose address is One East Campus View Blvd., Suite 100, Columbus, OH 43235, (hereinafter referred to as "Tenant").

WITNESSETH:

1. DEMISED PREMISES. Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed by Tenant, does hereby lease unto Tenant premises situated in Franklin County, Ohio more particularly described as Suite 100, containing approximately 8,809 rentable square feet, One East Campus View Blvd., Columbus, Ohio, 43235 (building) as shown on the floor plan, Exhibit A, and thereby made a part hereof (which premises are hereinafter referred to as the "demised Premises" or the "Premises"), together with the non-exclusive right and easement to use the parking and common facilities which may from time to time be furnished by Landlord in common with Landlord and tenants and occupants (their agents, employees, customers and invitees) of the building in which the demised Premises are located.

2. TERM. The term of the Lease shall be for a period of Ten (10) year(s), commencing on December 1, 2017 (hereinafter referred to as the "commencement date"), fully to be completed and ended on November 30, 2027. The Parties acknowledge that Tenant presently occupies the Demised Premises pursuant to an Existing Lease with the Owner with the present term expiring November 30, 2017. However, all terms and conditions of this Lease shall govern the Landlord - Tenant relationship for the Demised Premises from and after the Commencement Date and shall supersede any and all other terms and conditions of the Existing Lease which, after the Commencement Date, shall be entirely null and void.

3. RENT.

(a) Fixed Minimum Rent: Tenant shall pay to Landlord as Fixed Minimum Rent for the demised premises during the first year of the term of the Lease the sum of One Hundred Thirty-Six Thousand Five Hundred Thirty-Nine and 50/100 (\$136,539.50) Dollars, payable in advance, in equal monthly installments of Eleven Thousand Three Hundred Seventy-Eight and 29/100 (\$11,378.29) Dollars upon the first day of each and every month throughout the term of this

consented to in writing by Tenant. For purposes of this Exclusive Use clause, "primary menu item" shall mean that no other Tenant may offer a menu, whether written or verbal, where such menu's combined steak and seafood offerings constitute more than thirty percent (30%) of the menu's offerings.

5. UTILITIES AND SERVICES. Tenant shall procure and shall pay the cost when due of all utilities rendered or furnished to the Demised Premises during the term of this Lease, including electricity, gas, water and sewerage charges. Tenant shall also pay all required "demand charges" for water supplied to any sprinkling system in the suite. Tenant shall provide its own trash removal, recycling and janitorial services and shall also provide proper grease traps for all drains.

6. PARKING. Landlord agrees to provide 4 parking spaces per 1,000 sq. ft. of rentable office space for the Tenant's non-exclusive use (and their agents, employees, customers and invitees) free of charge throughout the term of the Lease. Tenant is granted the non-exclusive right and easement to use the balance of the parking area in common with Landlord and tenants and occupants (their agents, employees, customers and invitees) of the building in which the demised premises are located. Parking is on a first come, first serve basis. All parking will be subject to reasonable rules and regulation and Landlord's/owner's ability to close parking from time to time, without liability, for purposes of maintenance repairs, or emergency situations.

7. REPAIRS. Landlord shall make all necessary repairs and replacements to the building in which the demised premises are located, and to the common areas, including parking areas, heating, air conditioning and electrical systems located therein, and Landlord shall also make all repairs to the demised Premises which are structural in nature or required due to fire, casualty, or other acts of God, and repairs which are not the responsibility of Tenant; provided, however, that Tenant shall make all repairs and replacements arising from its act, neglect or default. Except as provided above, Tenant shall keep the demised Premises in good repair, and Tenant shall upon the expiration of the term of this Lease, yield and deliver up the demised Premises in like condition as when taken, reasonable use and wear thereof and repairs required to be made by Landlord excepted.

Tenant shall repair and maintain in good condition throughout the term of this Lease, at its own cost, the demised Premises including but not limited to interior walls, plumbing and electrical equipment, glass, doors, restaurant equipment, kitchen exhaust equipment, signs and any HVAC solely for Tenant use.

In the event that the Landlord shall deem it necessary or be required by any governmental authority to repair, alter, remove, reconstruct or improve any part of the demised Premises or of the building in which the demised premises are located (unless the same results from Tenant's act, neglect, default or mode of operation in which event Tenant shall make all such repairs, alterations and improvements), then the same shall be made by Landlord with reasonable dispatch, and should the making of such repairs, alterations or improvements cause any interference with Tenant's use of the demised Premises, such interference shall not relieve Tenant from the performance of its obligations hereunder nor shall such interference be deemed an actual or constructive eviction or partial eviction or result in abatement of rental. However, if

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands as of the day and year first above written.

WITNESSES TO LANDLORD:

David Rowse
David Rowse

Diana Luna
Diana Luna

David Rowse
David Rowse

Diana Luna
Diana Luna

AUTO-OWNERS LIFE INSURANCE COMPANY,
a Michigan corporation

By: Carolyn B. Muller
Carolyn B. Muller

Its: Sr. Vice President - Claims

By: William F. Woodbury
William F. Woodbury

Its: Sr. Vice President - Secretary & General Counsel

Tenant Signature to Follow

WITNESSES TO TENANT:

Cynthia Saenz
General Counsel

Michael Ben
General Counsel

Houlihan's Restaurants, Inc., d/b/a J. Gilbert's

By: B. d. N.

Its: CFD

By: Michael Ben

Its: CEO

1111 Michigan Avenue, Suite 300
 Lansing, MI 48823
 Phone: (517) 351-2200
 Fax: (517) 351-2201

**ASSET SERVICES DEPARTMENT
 REQUEST TO BILL TENANT / VENDOR**

PROPERTY:

DATE:

TENANT:

SUITE NUMBER:

REASON FOR BILLING (Work Performed):

Tenant share of utility billback - submetered

Vendor / Contractor:

Invoice Date:

Invoice Number:

Date(s) of Service:

Quantity	Description	Unit Price	TOTAL
760	KWH - Electric HVAC	\$ 0.0862104	\$ 65.52
18,120	KWH - Electric kit.	\$ 0.0862104	\$ 1,562.13
3,136	KWH - Electric Suite	\$ 0.0862104	\$ 270.36
period billed	1/13-2/8/23		\$ -
meters	97090292, 78767783 & 78962859		\$ -
			\$ -

INVOICE AMOUNT/TOTAL DUE=

1111 Michigan Avenue, Suite 300
 Lansing, MI 48823
 Phone: (517) 351-2200
 Fax: (517) 351-2201

**ASSET SERVICES DEPARTMENT
 REQUEST TO BILL TENANT / VENDOR**

PROPERTY:

DATE:

TENANT:

SUITE NUMBER:

REASON FOR BILLING (Work Performed):

Tenant share of utility billback - submetered

Vendor / Contractor:

Invoice Date:

Invoice Number:

Date(s) of Service:

Quantity	Description	Unit Price	TOTAL
2,040	KWH - Electric HVAC	\$ 0.0922354	\$ 188.16
29,400	KWH - Electric kit.	\$ 0.0922354	\$ 2,711.72
4,128	KWH - Electric Suite	\$ 0.0922354	\$ 380.75
period billed	2/8-3/27/23		\$ -
meters	97090292, 78767783 & 78962859		\$ -
			\$ -

INVOICE AMOUNT/TOTAL DUE=

1111 Michigan Avenue, Suite 300
 Lansing, MI 48823
 Phone: (517) 351-2200
 Fax: (517) 351-2201

ASSET SERVICES DEPARTMENT
 REQUEST TO BILL TENANT / VENDOR

PROPERTY:

DATE:

TENANT:

SUITE NUMBER:

REASON FOR BILLING (Work Performed):

Tenant share of utility billback - submetered

Vendor / Contractor:

Invoice Date:

Invoice Number:

Date(s) of Service:

Quantity	Description	Unit Price	TOTAL
480	KWH - Electric HVAC	\$ 0.0922354	\$ 44.27
5,880	KWH - Electric kit.	\$ 0.0922354	\$ 542.34
3,168	KWH - Electric Suite	\$ 0.0922354	\$ 292.20
period billed	3/27-4/6/23		\$ -
meters	97090292, 78767783 & 78962859		\$ -
			\$ -

INVOICE AMOUNT/TOTAL DUE= \$ 878.82

EXHIBIT B

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

In re:

HRI HOLDING CORP., *et al.*,¹

Debtors.

Chapter 11

Case No. 19-12415 (MFW)
(Jointly Administered)

**ORDER GRANTING OBJECTION OF PLAN ADMINISTRATOR TO
PROOF OF CLAIM FILED BY AUTO OWNERS INSURANCE COMPANY**

WHEREAS the Court having reviewed the *Objection of Plan Administrator to Proof of Claim filed by Auto Owners Insurance Company* and any and all responses thereto it is hereby ORDERED that claim number 682 is hereby disallowed.

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.

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

In re: HRI HOLDING CORP., <i>et al.</i> , ¹ Debtors.	Chapter 11 Case No. 19-12415 (MFW) (Jointly Administered) Hearing Date: June 18, 2024, at 11:30 am (ET) Objection Deadline: June 4, 2024, at 4:00 pm (ET)
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**NOTICE OF OBJECTION OF PLAN ADMINISTRATOR TO PROOF OF CLAIM
FILED BY AUTO OWNERS INSURANCE COMPANY**

TO: The United States Trustee for the District of Delaware, affected claimant, and all parties who have previously requested notice pursuant to Bankruptcy Rule 2002.

The Plan Administrator (the “Plan Administrator”) in the above-captioned proceedings of HRI Holding Corp., *et al.*, by and through their undersigned counsel, has filed the attached **Objection Of Plan Administrator To Proof Of Claim Filed By Auto Owners Insurance Company** (the “Objection”).

Responses, if any, to the relief requested in the Objection are to be filed with the United States Bankruptcy Court for the District of Delaware, 824 N. Market Street, Wilmington, Delaware, 19801 on or before **June 4, 2024, at 4:00 p.m. (ET)**. At the same time, you must serve a copy of any response upon the following parties so as to be received no later than 4:00 p.m. on **June 4, 2024, at 4:00 p.m. (ET)**.

1. Counsel for the Plan Administrator, Gellert Seitz Busenkell & Brown, LLC, 1201 N. Orange Street, Suite 300 Wilmington, Delaware 19801 (Attn: Amy D. Brown, Esq.)
2. The Office of the Clerk of the United States Bankruptcy Court for the District of Delaware, 824 N. Market Street, Wilmington, Delaware 19801
3. The Office of the United States Trustee, J. Caleb Boggs Federal Building, 844 N. King Street, Room 2207, Lockbox 35, Wilmington, Delaware 19801 (Attn: Jane M. Leamy)

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.

In addition, if you have timely filed a written response and wish to oppose the Objection, you or your attorney must attend the hearing on the Objection scheduled to be held on **June 18, 2024 at 11:30 am (ET)** in the courtroom of the Honorable Mary F. Walrath, Judge of the United States Bankruptcy Court for the District of Delaware, 824 N. Market Street, 5th Floor, Courtroom 4, Wilmington, Delaware 19801.

IF YOU FAIL TO RESPOND IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF DEMANDED BY THE OBJECTION WITHOUT FURTHER NOTICE OR HEARING.

Dated: May 14, 2024
Wilmington, DE

GELLERT SEITZ BUSENKELL & BROWN, LLC

/s/ Amy D. Brown _____

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