

United States Bankruptcy Court  
Northern District of Alabama

In re:  
Premier Kings, Inc.  
Debtor

Case No. 23-02871-TOM  
Docket #0213 Date Filed: 11/15/2023  
Chapter 11

**CERTIFICATE OF NOTICE**

District/off: 1126-2  
Date Rcvd: Nov 13, 2023

User: admin  
Form ID: pdf000

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Total Noticed: 31

The following symbols are used throughout this certificate:

Symbol	Definition
+	Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.
#	Addresses marked '#' were identified by the USPS National Change of Address system as requiring an update. While the notice was still deliverable, the notice recipient was advised to update its address with the court immediately.

**Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Nov 15, 2023:**

Recip ID	Recipient Name and Address
db	+ Premier Kings, Inc., 7078 Peachtree Industrial Blvd #800, Peachtree Corners, GA 30071-1068
aty	+ Christian & Small LLP, 505 N 20th St Ste 1800, Birmingham, AL 35203-4633
aty	+ Christopher K Coleman, 1201 West Peachtree Street, Atlanta, GA 30309-3449
aty	+ David E. Otero, Akerman Senterfitt, 50 North Laura St Ste 2500, Jacksonville, FL 32202-3646
aty	+ David E. Otero, Akerman Senterfitt, 50 North Laura St Ste 3100, Jacksonville, FL 32202-3659
aty	+ Jacob Johnson, Alston & Bird LLP, 1201 West Peachtree Street, Atlanta, GA 30309-3424
aty	+ Jeffrey R. Dutson, King & Spalding LLP, 1180 Peachtree Street NE, Ste 1600, Atlanta, GA 30309-7525
aty	+ William P. Reily, King & Spalding LLP, 110 N. Wacker Drive, Suite 3800, Chicago, IL 60606-1511
cr	+ AuburnBank, c/o Parnell & Parnell, P.A., P.O. Box 224, Montgomery, AL 36101-0224
crmc	+ BK Collinsville LLC, 4615 University Drive, Coral Gables, FL 33146-1148
intp	+ Bulldog Restaurants, LLC, c/o Baker Donelson, 1901 6th Ave. N., Suite 2600, Birmingham, AL 35203-4644
cr	+ Burger King Company LLC, 5707 Blue Lagoon Drive, Miami, FL 33126, UNITED STATES 33126-2015
crmc	E.S.S., Inc., 203 McMillin St, Nashville, TN 37203-2912
crmc	+ GAJ Realty Group Inc, 8 Rosewood Drive, North Massapequa, NY 11758-3239
crmc	+ Hemphill Services Inc, PO Box 1234, Trussville, AL 35173-6101
crmc	+ Hudson Construction Company, 1425 Market Blvd, Suite 530 318, Roswell, GA 30076-6708
cr	+ Kemco Facilities Services, LLC, 5750 Bell Circle, Montgomery, AL 36116-4132
op	+ Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite #300, El Segundo, CA 90245-5614
crmc	+ M D Homes Alabama LLC, PO Box 6415, East Brunswick, NJ 08816-6415
intp	+ Merit Bank, 659 Gallatin St SW, Huntsville, AL 35801-4914
crmc	+ Playland Maintenance Service Inc., 3935 Tamiami Trail, Cumming, GA 30041-8948
intp	#+ Premier Holdings, LLC, 3300 Eastern Blvd, Montgomery, AL 36116-1408
intp	+ RRG of Jacksonville, LLC, c/o Peter Haley, Nelson Mullins Riley & Scarborough LLP, One Financial Center, Suite 3500, Boston, MA 02111-2641
cr	+ Rave Enterprises, LLC, c/o Heard, Ary & Dauro, LLC, 303 Williams Avenue SW, Suite 921, Huntsville, AL 35801-6084
cr	+ Rave II Enterprises, LLC, c/o Heard, Ary & Dauro, LLC, 303 Williams Avenue SW, Suite 921, Huntsville, AL 35801-6084
intp	+ Renasant Bank, 1901 Sixth Ave. N., Suite 1500, Birmingham, AL 35203-4642
cr	+ South Coast Enterprises, LLC, c/o Heard, Ary & Dauro, LLC, 303 Williams Avenue SW, Suite 921, Huntsville, AL 35801-6084
crmc	+ TK&K Unlimited Inc, 8014 Cumming Hwy, Suite 403 332, Canton, GA 30115-9339

TOTAL: 28

**Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.**

Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI). Electronic transmission is in Eastern Standard Time.

Recip ID	Notice Type: Email Address	Date/Time	Recipient Name and Address
smg	+ Email/Text: bnc_notices_southern@alba.uscourts.gov	Nov 14 2023 03:56:00	Thomas Corbett, BA Birmingham, 1800 5th Avenue North, Birmingham, AL 35203-2111
crmc	+ Email/Text: bankruptcy@brinksinc.com	Nov 14 2023 03:57:00	Brinks Incorporated, PO Box 101031, Atlanta, GA 30392-1031
cr	+ Email/Text: terri.pounders@cbsbank.net	Nov 14 2023 03:56:00	CB&S Bank, CB&S Bank, P.O. Box 910, Russellville, AL 35653-0910

TOTAL: 3



230287123111500000000008

## BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, \*duplicate of an address listed above, \*P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

NONE

## NOTICE CERTIFICATION

I, Gustava Winters, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Nov 15, 2023

Signature: /s/Gustava Winters

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## CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on November 13, 2023 at the address(es) listed below:

Name	Email Address
Albert Kass	on behalf of Other Professional Kurtzman Carson Consultants LLC ecfpleadings@kccllc.com
Anthony B Bush	on behalf of Creditor Kemco Facilities Services LLC abush@bushlegalfirm.com, jason@bushlegalfirm.com
Bill D Bensinger	on behalf of Creditor Committee Official Committee of Unsecured Creditors bdbensinger@csattorneys.com bill-bensinger-5829@ecf.pacerpro.com
Brian R Walding	on behalf of Creditor Burger King Company LLC bwalding@waldinglaw.com dbyrd@waldinglaw.com;bnichols@waldinglaw.com;lbos@waldinglaw.com
Brooke L. Bean	on behalf of Other Professional Wells Fargo Bank National Association bbean@kslaw.com
Charles N Parnell	on behalf of Creditor AuburnBank bkpr@parnellseast.com
Clarence A Wilbon	on behalf of Creditor First Horizon Bank clarence.wilbon@arlaw.com cheryl.perkins@arlaw.com,minyon.bolton@arlaw.com
Daniel D Sparks	on behalf of Creditor Committee Official Committee of Unsecured Creditors ddsparks@csattorneys.com dan-sparks-9722@ecf.pacerpro.com
Danielle Elysees Douglas	on behalf of Creditor First Horizon Bank danielle.douglas@arlaw.com
Eric T Ray	on behalf of Debtor Premier Kings Inc. etray@hklaw.com, brooke.freeman@hklaw.com
Gary H. Leibowitz	on behalf of Debtor Premier Kings Inc. gleibowitz@coleschotz.com
Glenn Moses	on behalf of Creditor Burger King Company LLC gmoses@venable.com juenez@venable.com;cascavone@venable.com;imalcolm@ecf.courtdrive.com;ipmalcolm@venable.com;darudasill@venable.com
Glenn E Glover	on behalf of Other Professional Wells Fargo Bank National Association gglover@babc.com mpalmer@babc.com
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Harry Conrad Jones, III  
on behalf of Debtor Premier Kings Inc. hjones@coleschotz.com

Hirshel Hall  
on behalf of Interested Party McLane Foodservice Inc. hirshel.hall@alston.com

Irving Edward Walker  
on behalf of Debtor Premier Kings Inc. iwalker@coleschotz.com

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on behalf of Interested Party Newell-Berg Alliance AL LLC and Newell-Berg Alliance TN II, LLC jlamar@maynardnexsen.com,  
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Jeremy L Retherford  
on behalf of Interested Party Renasant Bank jretherford@balch.com blankford@balch.com

Jesse S Vogtle, Jr  
on behalf of Debtor Premier Kings Inc. jesse.vogtle@hklaw.com, brooke.freeman@hklaw.com

Jesse S Vogtle, Jr  
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on behalf of Creditor ARC CAFEUSA001 LLC lisa.peters@kutakrock.com, Marybeth.brukner@kutakrock.com

Lyndel Anne Vargas  
on behalf of Interested Party WAL-MART STORES INC. lvargas@chfirm.com, lalvez@chfirm.com

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on behalf of Interested Party Bulldog Restaurants LLC mcahill@bakerdonelson.com,  
mcleland@bakerdonelson.com;dbivins@bakerdonelson.com

Max A. Moseley  
on behalf of Interested Party Premier Holdings LLC mmoseley@kppblaw.com

Morgan L Allred  
on behalf of Debtor Premier Kings Inc. morgan.allred@hklaw.com, brooke.freeman@hklaw.com

Paul J. Battista  
on behalf of Creditor Burger King Company LLC pjbatista@venable.com cascavone@venable.com;jnunez@venable.com

Peter J. Haley  
on behalf of Interested Party RRG of Jacksonville LLC peter.haley@nelsonmullins.com, marie.moss@nelsonmullins.com

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Tazewell Taylor Shepard, IV  
on behalf of Interested Party Merit Bank ty@ssmattorneys.com janelle@ssmattorneys.com

Wesley Ryan Bulgarella

District/off: 1126-2  
Date Rcvd: Nov 13, 2023

User: admin  
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on behalf of Interested Party Newell-Berg Alliance AL LLC and Newell-Berg Alliance TN II, LLC  
wbulgarella@maynardcooper.com, wbulgarella@maynardcooper.com

William M. Hancock

on behalf of Creditor CB&S Bank bankruptcy@wolfejones.com wmhancock@wolfejones.com

TOTAL: 41

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF ALABAMA  
SOUTHERN DIVISION**

In re:

PREMIER KINGS, INC., *et al.*,<sup>1</sup>

Debtors.

(Chapter 11)

Case No. 23-02871 (TOM)

Joint Administration Requested

**SECOND INTERIM ORDER AUTHORIZING DEBTORS AND DEBTORS-IN-POSSESSION(I) TO PAY PREPETITION CLAIMS OF CERTAIN CRITICAL VENDORS AND (II) GRANTING RELATED RELIEF**

Upon consideration of the motion (the “Motion”)<sup>2</sup> of the Debtors for entry of an order (a) authorizing, but not directing, the Debtors to pay, in the ordinary course of business certain Critical Vendor Claims, and (b) granting related relief; and upon consideration of all pleadings related thereto, including the Baker Declaration; and it appearing that the Court has jurisdiction to consider the Motion in accordance with 28 U.S.C. §§ 157 and 1334; and it appearing that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and it appearing that venue of this proceeding and this Motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, and their creditors and an interim order having been entered on October 30, 2023 [Docket No. 98] (the “First Interim Order”); and after due deliberation and good and sufficient cause appearing therefor;

**IT IS HEREBY ORDERED THAT, ADJUDGED, AND DECREED THAT:**

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<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification numbers, are: Premier Kings, Inc. (3932); Premier Kings of Georgia, Inc. (9797); and Premier Kings of North Alabama, LLC (9282). The Debtors’ address is 7078 Peachtree Industrial Blvd., Suite #800, Peachtree Corners, GA 30071. The Debtors have filed a motion for joint administration with the Court.

<sup>2</sup> All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Motion.

1. The Motion is granted on an interim basis.
2. The final hearing (the “Final Hearing”) on the Motion shall be held on December 11, 2023, at 11:00 a.m. CT. No objections having been timely received as required by the First Interim Order, this Court may enter such final order without need for the Final Hearing.
3. The Debtors are authorized, but not required, in their sole and absolute discretion and in the exercise of their business judgment, to pay the Critical Vendor Claims in an amount not to exceed the McLane 503(b)(9) Claims plus \$175,000 in the aggregate, subject to the conditions set forth in this second interim order (the “Order”); provided however, the Critical Vendor Claims of McLane Foodservice, Inc., McLane Foodservice Distribution, Inc. or their affiliates (collectively “McLane”) shall be treated as provided in Paragraph 9 below.
4. Except with respect to McLane, which is addressed in Paragraph 9 below, the Debtors may, in their discretion, apply all payments of Critical Vendor Claims first to the Critical Vendor’s claims for goods received by the Debtors within 20 days prior to the Petition Date.
5. Except with respect to McLane, which is addressed in Paragraph 9 below, the Debtors are hereby authorized, but not directed, to obtain written verification before issuing payment to a Critical Vendor that such Critical Vendor will continue to provide goods and services to the Debtors on the Existing Trade Terms for the remaining term of the Critical Vendors’ agreement(s) with the Debtors or until the conclusion of these Chapter 11 Cases, whichever occurs first; provided, however, that the absence of such written verification will not limit the Debtors’ rights hereunder.
6. Except as provided in Paragraph 9 below, notwithstanding anything contained in the Motion or this Order, any payment authorized to be made by the Debtors herein shall be subject to and consistent with the terms and conditions contained in any orders entered by this Court authorizing the use of cash collateral and any order authorizing postpetition financing (collectively,

“Financing Order”), including compliance with any budget or cash flow forecast in connection therewith.

7. Except with respect to McLane, which is addressed in Paragraph 9 below, nothing in the Motion or this Order, or the Debtors’ payment of any claims pursuant to this Order, shall be deemed or construed (a) as an admission as to the validity of any claim or lien against the Debtors or their estates, (b) as a waiver of the Debtors’ rights to dispute any claim or lien, (c) to prejudice any of the Debtors’ rights to seek relief under any section of the Bankruptcy Code on account of any amounts owed or paid to any Critical Vendor, or (d) an assumption of any executory contract.

8. Except as provided in Paragraph 9 below, notwithstanding anything to the contrary contained herein, any payment made, authorization contained, or claim for which payment is authorized hereunder, shall be subject to any order approving debtor-in-possession financing and allowing use of cash collateral entered in these cases.

9. Notwithstanding anything herein to the contrary, the provisions in this Paragraph 9 shall govern with respect to McLane.

- a. As required by the First Interim Order, the Debtors and McLane have concluded their reconciliation of the amounts owed to McLane on account of goods delivered by McLane to the Debtors during the twenty (20) days prior to the Petition Date, and agree that amount is \$1,324,412.57 (the “McLane 503(b)(9) Claims”).
- b. The Debtors are authorized and directed, subject to the reconciliation of amounts owed as provided herein, to: (i) pay, or cause to be paid, the McLane 503(b)(9) Claims no later than upon the date(s) provided in Paragraph 9(c), and (ii) subject to the Approved Budget (as defined in the Financing Order) to pay, or cause to be paid, any and all amounts due to McLane on account of goods provided by McLane to the Debtors after the Petition Date (the “McLane 503(b)(1) Claims”) no later

than (A) in accordance with the 7 day terms provided by McLane to the Debtors in the ordinary course prior to the Petition Date or (B) if sooner, as provided in Paragraph 9(c). Notwithstanding anything herein to the contrary, payments on account of McLane 503(b)(1) Claims for any periods shall not exceed the amounts designated for McLane in the Approved Budget; provided, however, for purposes of this limitation, payments to McLane shall be considered on a rolling four-week basis such that if the budgeted payments made to McLane during a particular week exceed the actual payments to McLane during such week, the excess may be used and applied during any of the three following weeks. The Debtors shall provide McLane with six (6) Business Days' notice prior to reducing the amounts payable to McLane in any Approved Budget. The amounts designated for McLane in the Approved Budget shall be used solely for payments to McLane on account of the McLane 503(b)(1) Claims.

- c. Upon the closing of any sale of one or more restaurant locations, the Debtors shall immediately and concurrently pay to McLane: (i) until the McLane 503(b)(9) Claim is paid in full, an amount equal to 1% of the McLane 503(b)(9) Claims (fixed as of the Petition Date)<sup>3</sup> per restaurant location subject to such sale, with such payments to be applied to the McLane 503(b)(9) Claims; and (ii) any unpaid amount of the McLane 503(b)(1) Claims incurred on account of goods shipped to such restaurant locations. Upon the date that 100 restaurant locations have been sold (that is, the closing date has occurred with respect to the sale of at least 100 of the Debtors'

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<sup>3</sup> For example, if the McLane 503(b)(9) Claims total \$1,324,412.57 on the Petition Date, the amount paid per restaurant location, from the 1<sup>st</sup> to the 100<sup>th</sup> location, would be equal to \$13,244.13.



restaurant locations, such date the “\$0 Exposure Date”) the Debtors shall immediately and concurrently pay to McLane in full any unpaid amount of the McLane 503(b)(1) Claims to the extent such amounts are contemplated in the Approved Budget (including budgeted cash amounts in the week immediately following the closing of such sale).

- d. McLane reserves all rights under the Bankruptcy Code and applicable law with respect to its claims.
- e. It is understood and agreed by the Debtors that McLane has the right to refuse to extend any credit or ship any further goods to the Debtors: (i) if any of the Debtors or the Lender Group files a motion seeking, or otherwise seeks, to modify McLane’s treatment as provided herein without McLane’s written consent, (ii) an order is entered modifying McLane’s treatment as provided herein without McLane’s written consent, or (iii) any Debtor fails to timely make any payment required hereunder. Subject to the foregoing, (A) until the occurrence of the \$0 Exposure Date, McLane agrees to continue to deliver goods on credit to the Debtors consistent with the terms of this Order, and (B) after the occurrence of the \$0 Exposure Date, provided that the McLane 503(b)(1) Claims and McLane 503(b)(9) Claims are indefeasibly paid in full, McLane agrees to continue to deliver goods to the Debtors provided that McLane is prepaid for such goods.

10. The requirements of Bankruptcy Rule 6003(b) have been satisfied.

11. The requirements of Bankruptcy Rule 6004(a) are waived.

12. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order

shall be immediately effective and enforceable upon its entry.

13. This Court shall retain jurisdiction over any and all matters arising from the interpretation or implementation of this Order.

14. As noted during the initial hearing on the record, this Order is an interim Order and all terms contained herein are ordered on an interim basis only.

Dated: November 13, 2023  
Birmingham, Alabama

/s/ Tamara O. Mitchell  
TAMARA O. MITCHELL  
UNITED STATES BANKRUPTCY JUDGE