

United States Bankruptcy Court
Northern District of Alabama

In re:
Premier Kings, Inc.
Debtor

Case No. 23-02871-TOM
Docket #0898 Date Filed: 01/17/2025
Chapter 11

CERTIFICATE OF NOTICE

District/off: 1126-2
Date Rcvd: Jan 15, 2025

User: admin
Form ID: pdf000

Page 1 of 8
Total Noticed: 60

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 sent via mandatory electronic bankruptcy noticing pursuant to Fed. R. Bank. P. 9036.
#	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.
##	Addresses marked '##' were identified by the USPS National Change of Address system as undeliverable. Notices will no longer be delivered by the USPS to these addresses; therefore, they have been bypassed. The debtor's attorney or pro se debtor was advised that the specified notice was undeliverable.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Jan 17, 2025:

Recip ID	Recipient Name and Address
db	#+ Premier Kings, Inc., 7078 Peachtree Industrial Blvd #800, Peachtree Corners, GA 30071-1068
aty	+ Ben Moore, II, 214 Second Avenue N Ste 205, Nashville, TN 37201-1628
aty	+ C Elizabeth Littell-Courson, Jinks Crow, P.C., P.O. Box 350, Union Springs, AL 36089-0350
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 60606-1513
cr	+ 375 W. Arenas Avi-Ross, LLC, c/o Marina Rossi, 1508 Bay Road #915, Miami Beach, FL 33139-3242
cr	+ Ashley Moore, c/o Pilcher & Grissom, LLC, 2 Office Park Cir, Suite 2, Birmingham, AL 35223, UNITED STATES 35223-2509
cr	+ AuburnBank, c/o Parnell & Parnell, P.A., P.O. Box 224, Montgomery, AL 36101-0224
fa	+ Aurora Management Partners, 1201 Peachtree Street, Suite 1570, Atlanta, GA 30361-3514
crem	+ 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
cr	+ Charmaine Edwin, 4-09 Plaza Road, Fairlawn, NJ 07410-3842
cr	+ DPI Group, LLC, c/o Stephen Porterfield, 2311 Highland Avenue South, Birmingham, AL 35205-2972
crem	E.S.S., Inc., 203 McMillin St, Nashville, TN 37203-2912
crem	+ GAJ Realty Group Inc, 8 Rosewood Drive, North Massapequa, NY 11758-3239
crem	+ Hemphill Services Inc, PO Box 1234, Trussville, AL 35173-6101
crem	+ Hudson Construction Company, 1425 Market Blvd, Suite 530 318, Roswell, GA 30076-6708
consult	+ HyperAMS, LLC, 980 Carnegie St, Rolling Meadows, IL 60008-1006
cr	+ Karen L Nystrom, C/O ENGEL HAIRSTON--RAULSTON BROWN, PC, P.O. Box 1927, BIRMINGHAM, AL 35201-1927
crem	+ M D Homes Alabama LLC, PO Box 6415, East Brunswick, NJ 08816-6415
r	+ Marcus & Millichap Real Estate Services, 6 Cadillac Drive, Ste 100, Brentwood, TN 37027-5080
mv	+ Nyeisha Bryant, 18004 Anwar Trail, Decatur, GA 30032-7414
cr	+ PeoplesSouth Bank, c/o Parnell & Parnell, P.A., P.O. Box 224, Montgomery, AL 36101-0224
crem	#+ Playland Maintenance Service Inc., 3935 Tamiami Trail, Cumming, GA 30041-8948
intp	+ RRG of Jacksonville, LLC, c/o Peter Haley, Nelson Mullins Riley & Scarborough LLP, One Financial Center, Suite 3500, Boston, MA 02111-2641
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
crem	+ TK&K Unlimited Inc, 8014 Cumming Hwy, Suite 403 332, Canton, GA 30115-9339
cr	+ Tracey Scussell, c/o Thames Markey, 50 North Laura Street, Suite 1600, Jacksonville, FL 32202-3614
mv	+ Willie J Butler, c/o The Evans Law Firm, P.C., 1736 Oxmoor Road, Birmingham, AL 35209, UNITED STATES 35209-4053
cr	+ c/o Luke Buckler Marshall Septic Service, LLC, P.O. Box 940, Guntersville, AL 35976, UNITED STATES 35976-0940

TOTAL: 33

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
aty	+ Email/Text: ddsparks@csattorneys.com		



230287125011700000000001

District/off: 1126-2
Date Rcvd: Jan 15, 2025

User: admin
Form ID: pdf000

Page 2 of 8
Total Noticed: 60

		Jan 15 2025 23:54:00	Christian & Small LLP, 505 N 20th St Ste 1800, Birmingham, AL 35203-4633
smg	+ Email/Text: bnc_notices_southern@alnb.uscourts.gov	Jan 15 2025 23:55:00	Thomas Corbett, BA Birmingham, 1800 5th Avenue North, Birmingham, AL 35203-2111
intp	+ Email/PDF: acg.acg.ebn@aisinfo.com	Jan 16 2025 00:05:42	BMO Bank N.A., c/o AIS Portfolio Services, LLC, 4515 N Santa Fe Ave. Dept. APS, Oklahoma City, OK 73118-7901
crcm	+ Email/Text: bankruptcy@brinksinc.com	Jan 15 2025 23:56:00	Brinks Incorporated, PO Box 101031, Atlanta, GA 30392-1031
cr	+ Email/Text: terri.pounders@cbsbank.net	Jan 15 2025 23:55:00	CB&S Bank, CB&S Bank, P.O. Box 910, Russellville, AL 35653-0910
cr	+ Email/Text: hjamison@burr.com	Jan 15 2025 23:54:00	JG Coastal Properties, Inc., c/o Heather A. Jamison, Burr & Forman LLP, 420 N. 20th Street, Suite 3400, Birmingham, AL 35203-3284
mv	+ Email/Text: elrodj@gtlaw.com	Jan 15 2025 23:54:00	Jaipal Gill, c/o Greenberg Traurig, LLP, Attn.: John D. Elrod, 3333 Piedmont Rd, NE, Suite 2500, Atlanta, GA 30305-1780
mv	+ Email/Text: elrodj@gtlaw.com	Jan 15 2025 23:54:00	Joginder Sidhu, c/o Greenberg Traurig, LLP, Attn.: John D. Elrod, 3333 Piedmont Rd, NE, Suite 2500, Atlanta, GA 30305-1780
mv	+ Email/Text: elrodj@gtlaw.com	Jan 15 2025 23:54:00	John A. Howard, c/o Greenberg Traurig, LLP, Attn.: John D. Elrod, 3333 Piedmont Rd, NE, Suite 2500, Atlanta, GA 30305-1780
cr	^ MEBN	Jan 15 2025 23:54:33	Kemco Facilities Services, LLC, 5750 Bell Circle, Montgomery, AL 36116-4132
op	+ Email/Text: kccnoticing@kccellc.com	Jan 15 2025 23:54:00	Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite #300, El Segundo, CA 90245-5614
cr	Email/Text: bncbankruptcies@madisoncountyal.gov	Jan 15 2025 23:54:00	Madison County, Alabama, 100 North Side Square, Huntsville, AL 35801, UNITED STATES
intp	Email/Text: ryan.oconnor@meritbank.com	Jan 15 2025 23:54:00	Merit Bank, 3810 Governors Drive NW, Unit 300, Huntsville, AL 35805-3586
cr	+ Email/Text: hjamison@burr.com	Jan 15 2025 23:54:00	Premier Holdings of Georgia, LLC, c/o Heather A. Jamison, Burr & Forman LLP, 420 N. 20th St., Ste. 3400, Birmingham, AL 35203-3284
cr	+ Email/Text: hjamison@burr.com	Jan 15 2025 23:54:00	Premier Holdings of Georgia, LLC, c/o Chloe E. Champion, Burr & Forman LLP, 420 N. 20th St., Ste. 3400, Birmingham, AL 35203-3284
cr	+ Email/Text: hjamison@burr.com	Jan 15 2025 23:54:00	Premier Holdings, LLC, c/o Heather A. Jamison, Burr & Forman LLP, 420 N. 20th St., Ste. 3400, Birmingham, AL 35203-3284
cr	+ Email/Text: hjamison@burr.com	Jan 15 2025 23:54:00	Premier Holdings, LLC, c/o Chloe E. Champion, Burr & Forman LLP, 420 N. 20th St., Ste. 3400, Birmingham, AL 35203-3284
cr	+ Email/Text: hjamison@burr.com	Jan 15 2025 23:54:00	Premier Kings Holdings of Alabama, LLC, c/o Heather A. Jamison, Burr & Forman LLP, 420 N. 20th St., Ste. 3400, Birmingham, AL 35203-3284
cr	+ Email/Text: hjamison@burr.com	Jan 15 2025 23:54:00	Premier Kings Holdings of Alabama, LLC, c/o Chloe E. Champion, Burr & Forman LLP, 420 N. 20th St., Ste. 3400, Birmingham, AL 35203-3284
cr	+ Email/Text: hjamison@burr.com	Jan 15 2025 23:54:00	Premier Kings Holdings of Georgia, LLC, c/o Heather A. Jamison, Burr & Forman LLP, 420 N. 20th St., Ste. 3400, Birmingham, AL 35203-3284
cr	+ Email/Text: hjamison@burr.com	Jan 15 2025 23:54:00	Premier Kings Holdings of Georgia, LLC, c/o Chloe E. Champion, Burr & Forman LLP, 420 N. 20th St., Ste. 3400, Birmingham, AL 35203-3284

cr	+ Email/Text: hjamison@burr.com	Jan 15 2025 23:54:00	Premier Kings Holdings, LLC, c/o Chloe E. Champion, Burr & Forman LLP, 420 N. 20th St., Ste. 3400, Birmingham, AL 35203-3284
cr	+ Email/Text: hjamison@burr.com	Jan 15 2025 23:54:00	Premier Kings Holdings, LLC, c/o Heather A. Jamison, Burr & Forman LLP, 420 N. 20th St., Ste. 3400, Birmingham, AL 35203-3284
cr	^ MEBN	Jan 15 2025 23:53:08	Rave Enterprises, LLC, c/o Heard, Ary & Dauro, LLC, 303 Williams Avenue SW, Suite 921, Huntsville, AL 35801-6084
cr	^ MEBN	Jan 15 2025 23:53:08	Rave II Enterprises, LLC, c/o Heard, Ary & Dauro, LLC, 303 Williams Avenue SW, Suite 921, Huntsville, AL 35801-6084
op	+ Email/Text: bankruptcynotices@raymondjames.com	Jan 15 2025 23:53:00	Raymond James & Associates, Inc., 880 Carillon Parkway, St. Petersburg, FL 33716-1100
cr	+ Email/Text: AGBankRevenue@ag.tn.gov	Jan 15 2025 23:54:00	TN Dept of Revenue, c/oTN Atty General, Bankruptcy Div, PO Box 20207, Nashville, TN 37202-4015

TOTAL: 27

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.

Recip ID	Bypass Reason	Name and Address
cr		Gates of Beachwood, LLC, 505 20th Street, North. Suite 800, Birmingham
intp		Mosaic Gold Crown Group, LLC
cr		Nyeisha Bryant
intp		Tracey Scussell
intp	##+	Premier Holdings, LLC, 3300 Eastern Blvd, Montgomery, AL 36116-1408

TOTAL: 4 Undeliverable, 0 Duplicate, 1 Out of date forwarding address

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: Jan 17, 2025

Signature: /s/Gustava Winters

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on January 15, 2025 at the address(es) listed below:

Name	Email Address
Albert Kass	on behalf of Other Professional Kurtzman Carson Consultants LLC ecfpleadings@kccllc.com
Allison Jane McGregor	on behalf of Defendant John A. Howard allison.mcgregor@gtlaw.com fieldss@gtlaw.com
Allison Jane McGregor	on behalf of Defendant Jaipal Gill allison.mcgregor@gtlaw.com fieldss@gtlaw.com

Allison Jane McGregor	on behalf of Defendant Joginder Sidhu allison.mcgregor@gtlaw.com fieldss@gtlaw.com
Allwin E Horn, IV	on behalf of Creditor Charmaine Edwin allwinh@hollis-wright.com
Amy B. Kisz	on behalf of Creditor Gates of Beachwood LLC amy@hakimian.us
Anthony B Bush	on behalf of Creditor Kemco Facilities Services LLC abush@bushlegalfirm.com, abush@jubileebk.net
Bill D Bensinger	on behalf of Plaintiff Official Committee of Unsecured Creditors bdbensinger@csattorneys.com bill-bensinger-5829@ecf.pacerpro.com
Bill D Bensinger	on behalf of Plaintiff Mark Smith bdbensinger@csattorneys.com bill-bensinger-5829@ecf.pacerpro.com
Bill D Bensinger	on behalf of Interested Party Mark Smith bdbensinger@csattorneys.com bill-bensinger-5829@ecf.pacerpro.com
Bill D Bensinger	on behalf of Creditor Committee Official Committee of Unsecured Creditors bdbensinger@csattorneys.com bill-bensinger-5829@ecf.pacerpro.com
Brent McIntosh	on behalf of Movant Nyeisha Bryant bjmcintosh.86@gmail.com
Brent McIntosh	on behalf of Creditor Nyeisha Bryant bjmcintosh.86@gmail.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
C Taylor Crockett	on behalf of Creditor 108 Charlton Street Realty Inc. taylor@taylorcrockett.com, cathy@taylorcrockett.com;kim@taylorcrockett.com
Charles N Parnell	on behalf of Creditor PeoplesSouth Bank bkrp@parnellssoutheast.com
Charles N Parnell	on behalf of Creditor AuburnBank bkrp@parnellssoutheast.com
Chloe Champion	on behalf of Plaintiff Premier Holdings of Georgia LLC cchampion@burr.com, sgoolsby@burr.com
Chloe Champion	on behalf of Creditor Premier Holdings of Georgia LLC cchampion@burr.com, sgoolsby@burr.com
Chloe Champion	on behalf of Defendant Premier Kings Holdings LLC cchampion@burr.com, sgoolsby@burr.com
Chloe Champion	on behalf of Creditor Premier Holdings LLC cchampion@burr.com, sgoolsby@burr.com
Chloe Champion	on behalf of Creditor Premier Kings Holdings LLC cchampion@burr.com, sgoolsby@burr.com
Chloe Champion	on behalf of Defendant Premier Holdings LLC cchampion@burr.com, sgoolsby@burr.com
Chloe Champion	on behalf of Defendant Premier Kings Holdings of Alabama LLC cchampion@burr.com, sgoolsby@burr.com
Chloe Champion	on behalf of Creditor Premier Kings Holdings of Alabama LLC cchampion@burr.com, sgoolsby@burr.com
Chloe Champion	on behalf of Defendant Premier Holdings of Georgia LLC cchampion@burr.com, sgoolsby@burr.com
Chloe Champion	on behalf of Defendant Premier Kings Holdings of Georgia LLC cchampion@burr.com, sgoolsby@burr.com
Chloe Champion	on behalf of Creditor Premier Kings Holdings of Georgia LLC cchampion@burr.com, sgoolsby@burr.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 Plaintiff Official Committee of Unsecured Creditors ddsparks@csattorneys.com dan-sparks-9722@ecf.pacerpro.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
David Evan Otero	on behalf of Interested Party DEW1014 Investments LLC david.otero@akerman.com tracy.lee@akerman.com;jennifer.meehan@akerman.com
David Evan Otero	on behalf of Interested Party South Coast Enterprises LLC david.otero@akerman.com, tracy.lee@akerman.com;jennifer.meehan@akerman.com
Elizabeth Littell Courson	on behalf of Attorney C Elizabeth Littell-Courson lisa.littell@jinkscrow.com am.stewart@jinkscrow.com
Eric T Ray	on behalf of Debtor Premier Kings Inc. etray@hklaw.com, brooke.freeman@hklaw.com
Frederick Mott Garfield	on behalf of Interested Party GEWSI 2 LLC fgarfield@spain-gillon.com bwhite@spain-gillon.com;chughes@spain-gillon.com
G. Daniel Evans	on behalf of Movant Willie J Butler gdevans@evanslawpc.com
Gary H. Leibowitz	on behalf of Debtor Premier Kings Inc. gleibowitz@coleschotz.com, pratkowiak@coleschotz.com;bankruptcy@coleschotz.com
Gary H. Leibowitz	on behalf of Plaintiff Premier Kings of Georgia Inc. gleibowitz@coleschotz.com, pratkowiak@coleschotz.com;bankruptcy@coleschotz.com
Gary H. Leibowitz	on behalf of Plaintiff Premier Kings of North Alabama LLC gleibowitz@coleschotz.com, pratkowiak@coleschotz.com;bankruptcy@coleschotz.com
Gary H. Leibowitz	on behalf of Plaintiff Premier Kings Inc. gleibowitz@coleschotz.com, pratkowiak@coleschotz.com;bankruptcy@coleschotz.com
Glenn Moses	on behalf of Creditor Burger King Company LLC gmoses@venable.com jnunez@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
Gregory Michael Taube	on behalf of Interested Party RRG of Jacksonville LLC Greg.taube@nelsonmullins.com, linnea.hann@nelsonmullins.com
Harry Conrad Jones, III	on behalf of Debtor Premier Kings Inc. hjones@coleschotz.com, pratkowiak@coleschotz.com;bankruptcy@coleschotz.com
Heather A Jamison	on behalf of Creditor Premier Holdings of Georgia LLC hjamison@burr.com, sgoolsby@burr.com
Heather A Jamison	on behalf of Creditor Premier Kings Holdings of Georgia LLC hjamison@burr.com, sgoolsby@burr.com
Heather A Jamison	on behalf of Creditor Premier Kings Holdings of Alabama LLC hjamison@burr.com, sgoolsby@burr.com
Heather A Jamison	on behalf of Defendant Premier Kings Holdings LLC hjamison@burr.com, sgoolsby@burr.com
Heather A Jamison	on behalf of Creditor Premier Kings Holdings LLC hjamison@burr.com, sgoolsby@burr.com
Heather A Jamison	on behalf of Creditor Premier Holdings LLC hjamison@burr.com, sgoolsby@burr.com
Heather A Jamison	on behalf of Plaintiff Premier Holdings of Georgia LLC hjamison@burr.com, sgoolsby@burr.com
Heather A Jamison	on behalf of Defendant Premier Holdings of Georgia LLC hjamison@burr.com, sgoolsby@burr.com

Heather A Jamison	on behalf of Defendant Premier Kings Holdings of Alabama LLC hjamison@burr.com, sgoolsby@burr.com
Heather A Jamison	on behalf of Defendant Premier Holdings LLC hjamison@burr.com, sgoolsby@burr.com
Heather A Jamison	on behalf of Defendant Premier Kings Holdings of Georgia LLC hjamison@burr.com, sgoolsby@burr.com
Heather A Jamison	on behalf of Creditor JG Coastal Properties Inc. hjamison@burr.com, sgoolsby@burr.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, pratkowiak@coleschotz.com;Bankruptcy@coleschotz.com
J. Thomas Corbett	jtom_corbett@alnb.uscourts.gov courtmailbir11@alnb.uscourts.gov
James Blake Bailey	on behalf of Other Professional Wells Fargo Bank National Association jbailey@bradley.com kpbarnes@bradley.com;jbailey@ecf.courtdrive.com
Jayna Partain Lamar	on behalf of Interested Party Newell-Berg Alliance AL LLC and Newell-Berg Alliance TN II, LLC jlamar@maynardnexsen.com, prudloff@maynardnexsen.com
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 of Georgia Inc. jesse.vogtle@hklaw.com, brooke.freeman@hklaw.com
Jesse S Vogtle, Jr	on behalf of Debtor Premier Kings Inc. jesse.vogtle@hklaw.com, brooke.freeman@hklaw.com
Jesse S Vogtle, Jr	on behalf of Debtor Premier Kings of North Alabama LLC jesse.vogtle@hklaw.com, brooke.freeman@hklaw.com
John D. Elrod	on behalf of Defendant John A. Howard elrodj@gtlaw.com fieldss@gtlaw.com
John D. Elrod	on behalf of Defendant Joginder Sidhu elrodj@gtlaw.com fieldss@gtlaw.com
John D. Elrod	on behalf of Defendant Jaipal Gill elrodj@gtlaw.com fieldss@gtlaw.com
John D. Elrod	on behalf of Movant Joginder Sidhu elrodj@gtlaw.com fieldss@gtlaw.com
John D. Elrod	on behalf of Movant Jaipal Gill elrodj@gtlaw.com fieldss@gtlaw.com
John D. Elrod	on behalf of Movant John A. Howard elrodj@gtlaw.com fieldss@gtlaw.com
John Jeffery Rich	on behalf of Creditor Madison County Alabama jrich@madisoncountyal.gov
John Michael Pardoe	on behalf of Debtor Premier Kings Inc. mpardoe@coleschotz.com
Jon A Dudeck	jon_dudeck@alnb.uscourts.gov courtmailbir7@alnb.uscourts.gov
Jonathan E Raulston	on behalf of Creditor Karen L Nystrom jraulston@ehjlaw.com docket@ehjlaw.com
Katheryn E Hancock	on behalf of Interested Party Tracey Scussell keh@thamesmarkey.law
Katheryn E Hancock	on behalf of Creditor Tracey Scussell keh@thamesmarkey.law
Kathryn Grafton	on behalf of Creditor FORD MOTOR CREDIT COMPANY LLC. noticesnd@chambless-math.com
Kevin D. Heard	on behalf of Creditor South Coast Enterprises LLC kheard@heardlaw.com, breanna@heardlaw.com;amanda@heardlaw.com;aary@heardlaw.com;adauro@heardlaw.com;candice@heardlaw.com

Kevin D. Heard	on behalf of Creditor Rave Enterprises LLC kheard@heardlaw.com, breanna@heardlaw.com;amanda@heardlaw.com;aary@heardlaw.com;adauro@heardlaw.com;candice@heardlaw.com
Kevin D. Heard	on behalf of Creditor Rave II Enterprises LLC kheard@heardlaw.com, breanna@heardlaw.com;amanda@heardlaw.com;aary@heardlaw.com;adauro@heardlaw.com;candice@heardlaw.com
Lisa M Peters	on behalf of Creditor ARC CAFEUSA001 LLC lisa.peters@kutakrock.com
Lucas Buckler	on behalf of Creditor c/o Luke Buckler Marshall Septic Service LLC luke@jmcgville.com, annalisa@jmcgville.com
Lyndel Anne Vargas	on behalf of Interested Party WAL-MART STORES INC. lvargas@chfirm.com, lalvez@chfirm.com
Marc P Solomon	on behalf of Interested Party Mark Smith msolomon@burr.com mgunnells@burr.com
Mark P. Williams	on behalf of Interested Party BMO Bank N.A. c/o AIS Portfolio Services, LLC mpwilliams@nwkt.com
Matthew M Cahill	on behalf of Interested Party Bulldog Restaurants LLC mcahill@bakerdonelson.com, mcleveland@bakerdonelson.com;dbivins@bakerdonelson.com
Max A. Moseley	on behalf of Interested Party Premier Holdings LLC mmoseley@kppblaw.com
Michael Alan Harrison	on behalf of Creditor Colette Everson michael@keygreer.com bankruptcy@keygreer.com;honiejo@keygreer.com
Michael Alan Harrison	on behalf of Movant Jacquelin P. Strappy-Daniels michael@keygreer.com bankruptcy@keygreer.com;honiejo@keygreer.com
Morgan L Allred	on behalf of Debtor Premier Kings Inc. morgan.allred@hklaw.com, brooke.freeman@hklaw.com
Nathaniel J Middleton	on behalf of Creditor Cristal Cox nathanieljmiddleton@gmail.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 Defendant RRG of Jacksonville LLC peter.haley@nelsonmullins.com, marie.moss@nelsonmullins.com
Peter J. Haley	on behalf of Interested Party RRG of Jacksonville LLC peter.haley@nelsonmullins.com, marie.moss@nelsonmullins.com
Seth B Grissom	on behalf of Creditor Ashley Moore sbg@pglawllc.com
Stephen B Porterfield	on behalf of Creditor DPI Group LLC stephen.porterfield@dentons.com, jan.pack@dentons.com
Stephen B Porterfield	on behalf of Creditor Committee Brinks Incorporated stephen.porterfield@dentons.com jan.pack@dentons.com
Steven D Altmann	on behalf of Creditor 375 W. Arenas Avi-Ross LLC steve@nomberglaw.com, stevenmel@charter.net;altmannsr67761@notify.bestcase.com
Steven D Altmann	on behalf of Interested Party First Chatham Bank steve@nomberglaw.com stevenmel@charter.net;altmannsr67761@notify.bestcase.com
Tazewell Taylor Shepard, IV	on behalf of Interested Party Merit Bank ty@ssmattorneys.com emily@ssmattorneys.com
Thomas Benjamin Humphries	on behalf of Interested Party Mark Smith tbhumphries@csattorneys.com cfellis@csattorneys.com
Thomas Benjamin Humphries	on behalf of Plaintiff Mark Smith tbhumphries@csattorneys.com cfellis@csattorneys.com
Wesley Ryan Bulgarella	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

District/off: 1126-2
Date Rcvd: Jan 15, 2025
TOTAL: 108

User: admin
Form ID: pdf000

Page 8 of 8
Total Noticed: 60

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

In Re:)	
)	
PREMIER KINGS, INC.¹)	Case No. 23-02871-TOM-7
)	
Debtors.)	

PREMIER HOLDINGS OF GEORGIA, LLC,)	
)	
)	
Plaintiff,)	A.P. No. 24-00016-TOM
vs.)	
)	
RRG OF JACKSONVILLE, LLC,)	
)	
Defendant.)	

**ORDER ON (I) MOTION FOR RELIEF FROM ORDER ASSUMING AND ASSIGNING
CONTRACT, (II) MOTION FOR JUDGMENT ON THE PLEADINGS, AND
(III) MOTION FOR SUMMARY JUDGMENT**

This bankruptcy case and this adversary proceeding came before the Court for a hearing on December 16, 2024, on the Motion of RRG of Jacksonville, LLC for Relief from Order Assuming and Assigning Contract (BK Doc. 643, “Motion for Relief”) filed by RRG of Jacksonville, LLC (“RRG”); Defendant’s Motion for Judgment on the Pleadings² (AP Doc. 5)

¹ The Court entered an order for joint administration of certain bankruptcy cases (BK Doc. 84) on October 30, 2023. 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.

² RRG initially filed “Defendant’s Motion for Judgment on the Pleadings” seeking a judgment under Rule 7012 of the Federal Rules of Bankruptcy Procedure. AP Doc. 5. RRG later filed “Defendant’s Supplemental Memorandum in Support of Motion for Summary Judgment or, in the Alternative, Relief from Order Assuming Contract.” AP Doc. 35. Although the title of this motion references summary judgment, the body of the motion states that RRG “moves the Court to enter judgment in its favor in accordance with Rule 7012(c), or Rule 7056, of the Federal Rules of Bankruptcy Procedure” AP Doc. 35, at 1. As will be explained herein, the considerations under Rule 7012 and Rule 7056 are different. Since RRG initially filed its “Motion for Judgment on the Pleadings,” the Court will treat the motion as one requesting judgment on the pleadings under Rule 7012 and not one for summary judgment under Rule 7056. It will become evident that ultimately, the result will be the same under either Rule 7012 or Rule 7056.

filed by RRG; Plaintiff Premier Holdings of Georgia, LLC's Motion for Summary Judgment (AP Doc. 43) filed by Premier Holdings of Georgia, LLC ("Premier Holdings"), and the various responses and replies filed by both parties. Appearing before the Court were Heather A. Jamison, Mike Hall, Chloe Champion, and Annie Hughes, attorneys for Premier Holdings; and Peter J. Haley, attorney for RRG.

Debtor Premier Kings of Georgia, Inc. ("Premier Kings") and RRG entered into an Asset Purchase Agreement dated October 25, 2023, as amended on December 11, 2023, providing that Premier Kings would sell numerous store locations to RRG and assign to RRG leases relating to the applicable Burger King store locations³ as set forth on Schedule 1.3(a)-2 of the First Amendment to Asset Purchase Agreement. BK Doc. 355, at 215. The sale was approved by this Court's Order (the "Sale Order") of December 13, 2023. As evidenced in an Assignment and Assumption of Lease Agreement between Premier Kings and RRG, dated January 16, 2024, one of the leases assumed by RRG covers Store No. 26868 located in Port Wentworth, Georgia (the "Port Wentworth Store"). *See* AP Doc. 1, Ex. 2.

Premier Holdings asserts that the Port Wentworth store is subject to a Development Agreement originally requiring Premier Kings to pay Premier Holdings monthly debt service payments and administrative fees relating to construction of the Port Wentworth Store. *See* AP Doc. 1, Ex. 1. Premier Holdings further asserts that RRG assumed the Development Agreement along with the lease on the Port Wentworth Store and therefore RRG is now responsible for payment of the amounts due under the Development Agreement. RRG, however, contends that

³ RRG was one of four purchasers that bought a total of approximately 165 or more Burger King store locations. RRG purchased 40 stores, as evidenced in Schedule 1.3(a)-2 attached to the First Amendment to Asset Purchase Agreement. BK Doc. 355, at 215.

“[t]he [Assignment and] Assumption Agreement intentionally does not state that [RRG] is assuming the Development Agreement.”⁴ BK Doc. 643.

In its Motion for Summary Judgment Premier Holdings seeks in part a declaratory judgment that RRG assumed the Development Agreement and the obligations thereunder. RRG requests in its Motion for Judgment on the Pleadings that this Court dismiss Premier Holdings’ Complaint. Finally, RRG, in its Motion for Relief, requests that the Court “amend[] the Sale Order to provide for the rejection of the Development Agreement” if “the Court finds that the Development Agreement was assumed by the Debtor and assigned to RRG” BK Doc. 643.

MOTION FOR SUMMARY JUDGMENT

Rule 56 of the Federal Rules of Civil Procedure, made applicable to adversary proceedings by Rule 7056 of the Federal Rules of Bankruptcy Procedure, provides in relevant part:

A party may move for summary judgment, identifying each claim or defense--or the part of each claim or defense--on which summary judgment is sought. The court shall grant summary judgment if the movant shows that there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law. The court should state on the record the reasons for granting or denying the motion.

Fed. R. Civ. P. 56(a). The party moving for summary judgment has the burden of demonstrating the absence of genuine issues of material fact and its entitlement to judgment as a matter of law.

⁴ It is worth noting that for each of the approximately 40 store locations RRG acquired, Premier Holdings and RRG entered into an Assignment and Assumption Agreement that appears to be the same for each store – with the exception of the Port Wentworth store. Exhibit 3 to the Sale Order covers the transaction between Premier Kings and RRG. One of the documents that is part of Exhibit 3 is a “form” Assignment and Assumption Agreement (designated as Exhibit D) that does not mention any development agreement or otherwise indicate that the Port Wentworth purchase was different from the rest of the stores that RRG was acquiring. The only reference in Exhibit 3 to the Development Agreement is found on Schedule 1.3(a)-1, titled “Assignable Leases”; under the column “Lessor/Sublessor,” in extremely small font, is the following language: Port Wentworth (GL to PKGA/PHGA (Del. Agrmnt w/ PK-GA). BK Doc. 355, at 173. The actual Assignment and Assumption Agreement for the Port Wentworth store, attached to the Motion for Judgment on the Pleadings as Exhibit C, contains additional language in the Recitals stating that the ground lease is “subject to that certain Development Agreement between Premier Holdings of Georgia, LLC and [Premier Kings]” AP Doc. 5, Ex. C. This Court, when reviewing and approving the proposed sale order, would have only seen the “form” Assignment and Assumption Agreement and not the modified Assignment and Assumption Agreement executed by RRG. It is unclear when the additional language was added to the Assignment and Assumption Agreement executed by RRG, or which party added the language.

Celotex Corp. v. Catrett, 477 U.S. 317, 323, 106 S. Ct. 2548, 2553, 91 L. Ed. 2d. 265 (1986). The court is not to “weigh the evidence and determine the truth of the matter but to determine whether there is a genuine issue for trial.” *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 249, 106 S. Ct. 2505, 2511, 91 L. Ed. 2d 202 (1986). “[T]he court must view all evidence and make all reasonable inferences in favor of the party opposing summary judgment.” *Chapman v. AI Transp.*, 229 F.3d 1012, 1023 (11th Cir. 2000) (en banc) (quoting *Haves v. City of Miami*, 52 F.3d 918, 921 (11th Cir. 1995)); see also *Adickes v. S.H. Kress & Co.*, 398 U.S. 144, 90 S. Ct. 1598, 26 L. Ed. 2d 142 (1986). “If reasonable minds could differ on the inferences arising from undisputed facts, then a court should deny summary judgment.” *Miranda v. B & B Cash Grocery Store Inc.*, 975 F.2d 1518 (11th Cir. 1992) (citing *Mercantile Bank & Trust v. Fidelity & Deposit Co.*, 750 F.2d 838, 841 (11th Cir. 1985)). Once the moving party has satisfied its burden of proof by proving the absence of a genuine issue of material fact and that it is entitled to judgment as a matter of law, the burden shifts to the non-moving party to offer evidence of specific facts which prove the existence of a genuine issue of material fact. *Matsushita Elec. Indus. Co. v. Zenith Radio Corp.*, 475 U.S. 574, 586-87, 106 S. Ct. 1348, 1356, 89 L. Ed. 2d 538 (1986); *Fitzpatrick v. City of Atlanta*, 2 F.3d 1112 (11th Cir. 1993).

This Court has considered the Motion for Summary Judgment, all replies and responses thereto, and the arguments of counsel, and finds that summary judgment is not appropriate in this adversary proceeding. It is apparent to the Court that, after making all reasonable inferences in favor of RRG, there are genuine issues of material fact that preclude entry of summary judgment. The asset sale from Premier Kings to RRG involved multiple Burger King locations and took place over a fairly short period of time. As evident from the voluminous documents submitted in consideration of the Motion for Summary Judgment, Premier Kings had to share and RRG had to

evaluate a great deal of information in the short time frame. In addition, it appears that the Port Wentworth store is the only location that involved a development agreement. There are questions of material fact that remain to be answered including, but not limited to, the timing and sufficiency of the information RRG received regarding the assets being considered for purchase by RRG. Further, the Court determines that a full trial on the issues would be appropriate regardless. A full trial will “assure that the facts are fully aired.” *Harris v. Byner*, Civil Action No. 2:12cv591-MHT, 2014 WL 129040, at *9 (M.D. Ala. Jan 14, 2014). Summary judgment may be denied by a trial court “in a case where there is reason to believe that the better course would be to proceed to full trial.” *Anderson*, 477 U.S. at 255, 106 S. Ct. at 2513-14 (1986). *See also Lind v. United Parcel Serv., Inc.*, 254 F.3d 1281, 1285 (11th Cir. 2001) (“A trial court is permitted, in its discretion, to deny even a well-supported motion for summary judgment, if it believes the case would benefit from a full hearing.”) (quoting *United States v. Certain Real and Personal Prop. Belonging to Hayes*, 943 F.2d 1292, 1298 (11th Cir.1991))). Because there are genuine issues of material fact, and because a full trial would be beneficial, the Court finds and concludes that Premier Holdings’ Motion for Summary Judgment is due to be denied.

MOTION FOR JUDGMENT ON THE PLEADINGS

Rule 12(c) of the Federal Rules of Civil Procedure, made applicable to adversary proceedings under Rule 7012(b) of the Federal Rules of Bankruptcy Procedure, provides:

(c) Motion for Judgment on the Pleadings. After the pleadings are closed – but early enough not to delay trial – a party may move for judgment on the pleadings.

Fed. R. Civ. P. 12(c). It has been explained that:

In deciding a Rule 12(c) motion for judgment on the pleadings, a Court may consider only the pleadings A motion for judgment on the pleadings under Rule 12(c) is governed by the same standards as a motion to dismiss under Rule 12(b)(6). The main difference between the motions is that a motion for judgment on the pleadings is made after an answer and that answer may also be considered

in deciding the motion. Judgment on the pleadings under Rule 12(c) of the Federal Rules of Civil Procedure is appropriate when there are no material facts in dispute and the moving party is entitled to judgment as a matter of law.

United States v. Bahr, 275 F.R.D. 339, (M.D. Ala. 2011) (internal citations omitted) (citing *Mergens v. Dreyfoos*, 166 F.3d 1114, 1116-17 (11th Cir. 1999)). *See also Cunningham v. District Attorney's Office for Escambia County*, 592 F.3d 1237, 1255 (11th Cir. 2010) (“Judgment on the pleadings is proper when no issues of material fact exist, and the moving party is entitled to judgment as a matter of law based on the substance of the pleadings and any judicially noticed facts.” (quoting *Andrx Pharmaceuticals, Inc. v. Elan Corp., PLC*, 421 F.3d 1227, 1232 - 33 (11th Cir. 2005))). “In determining whether a party is entitled to judgment on the pleadings, we accept as true all material facts alleged in the non-moving party’s pleading, and we view those facts in the light most favorable to the non-moving party.” *Perez v. Wells Fargo N.A.*, 774 F.3d 1329, 1335 (11th Cir. 2014) (citing *Hawthorne v. Mac Adjustment, Inc.*, 140 F.3d 1367, 1370 (11th Cir. 1998)).

In ruling on the Motion for Judgment on the Pleadings filed by RRG, this Court must take the facts alleged in the Complaint as true, viewed in a light most favorable to Premier Holdings. Under Rule 12(c) of the Federal Rules of Civil Procedure the Court may consider only the pleadings⁵ filed in this adversary proceeding; however, it is nonetheless apparent to the Court from a review of just the pleadings that there are genuine issues of material fact that preclude the Court from disposing of this adversary proceeding without the benefit of a full trial. This Court has considered the pleadings filed in the adversary proceeding and the arguments of counsel, and finds and concludes that RRG’s Motion for Judgment on the Pleadings is due to be denied.

⁵ Pleadings include only complaints and answers, including answers to counterclaims and crossclaims, third-party complaints and answers thereto, and replies to answers if ordered by the court. Fed. R. Civ. P. 7(a).

MOTION FOR RELIEF FROM ORDER ASSUMING AND ASSIGNING CONTRACT

Rule 60(b)(1) of the Federal Rules of Civil Procedure, made applicable to bankruptcy cases under Rule 9024 of the Federal Rules of Bankruptcy Procedure, provides:

(b) Grounds for Relief from a Final Judgment, Order, or Proceeding. On motion and just terms, the court may relieve a party or its legal representative from a final judgment, order, or proceeding for the following reasons:

(1) mistake, inadvertence, surprise, or excusable neglect[.]

Fed. R. Civ. P. 60(b)(1). “The aim of Rule 60(b), Fed. R. Civ. P., is ‘to strike a delicate balance between two countervailing impulses: the desire to preserve the finality of judgments and the incessant command of the court’s conscience that justice be done in light of all the facts.’” *Safari Programs, Inc. v. Collecta Int’l Ltd.*, 686 Fed. App’x 737, 743 (11th Cir. 2017) (quoting *Seven Elves, Inc. v. Eskenazi*, 635 F.2d 396, 401 (5th Cir. Jan. 1981)). As one court has explained:

Rule 60(b) is an extraordinary remedy designed to address mistakes attributable to exceptional circumstances. *Griffin v. Swim-Tech Corp.*, 722 F.2d 677, 680 (11th Cir. 1984) (citing *Ackermann v. United States*, 340 U.S. 193, 202, 71 S.Ct. 209, 95 L.Ed. 207 (1950)). The burden of proof in seeking relief from a final judgment or final order initially lies with the moving party. *Id.* “The burden for setting aside a final order is a heavy one for res judicata is being negated.” *In re Abrams*, 305 B.R. 920 (Bankr. S.D. Ala. 2002). Whether to grant such relief is within this Court’s discretion. *In re Timmons*, 479 B.R. 597, 608 (Bankr. N.D. Ala. 2012).

In re Long, 564 B.R. 750, 755 (Bankr. S.D. Ala. 2017). As explained in *Long*, RRG, as the movant seeking relief under Rule 60(b), has a heavy burden to persuade this Court to grant relief from the Sale Order. As noted in the Motion for Relief, RRG asks that the Sale Order be amended to reject the Development Agreement if “the Court finds that the Development Agreement was assumed by the Debtor and assigned to RRG” BK Doc. 643. The Court cannot determine at this time whether or not the Development Agreement is applicable to RRG since there are issues of material fact that must be first resolved. As a result, the Court finds and concludes that the extraordinary

remedy found in Rule 60(b) is not warranted and that the Motion for Relief is due to be denied. It is therefore

ORDERED, ADJUDGED, and DECREED that Premier Holdings' Motion for Summary Judgment is **DENIED**; and it is further

ORDERED, ADJUDGED, and DECREED that RRG's Motion for Judgment on the Pleadings is **DENIED**; and it is further

ORDERED, ADJUDGED, and DECREED that the RRG's Motion for Relief is **DENIED**.

A status conference on the Complaint filed in the adversary proceeding will be held on February 10, 2024, at 11:00 a.m. in Courtroom 3, Robert S. Vance Federal Building, 1800 5th Avenue North, Birmingham, Alabama, 35203.

Dated: January 15, 2025

/s/ Tamara O. Mitchell
TAMARA O. MITCHELL
United States Bankruptcy Judge

TOM/dgm