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

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| In re: | § | Chapter 11 |
| | § | |
| IEH AUTO PARTS HOLDING LLC, *et al*.,[1] | § | Case No. 23-90054 (CML) |
| | § | |
| Debtors. | § | (Jointly Administered) |
| | § | |

**OBJECTION OF OLAYA Z. GOODMAN TO (1) CONFIRMATION OF FIRST AMENDED JOINT PLAN OF LIQUIDATION OF IEH AUTO PARTS HOLDING LLC AND ITS DEBTOR AFFILIATES AND (2) FINAL APPROVAL OF FIRST AMENDED DISCLOSURE STATEMENT OF IEH AUTO PARTS HOLDING LLC AND ITS DEBTOR AFFILIATES**

TO THE HONORABLE CHRISTOPHER LOPEZ,
UNITED STATES BANKRUPTCY JUDGE:

Olaya Z. Goodman ("Goodman"), a creditor and party in interest in these chapter 11 cases, files this objection (the "Objection") to (1) confirmation of the first amended joint plan of liquidation of IEH Auto Parts Holding LLC and its debtor affiliates; and, (2) final approval of the first amended disclosure statement of IEH Auto Parts Holding LLC and its debtor affiliates

[1] The Debtor entities in these chapter 11 cases, along with the last four digits of each Debtor entity's federal tax identification number, are: IEH Auto Parts Holding LLC (6529); AP Acquisition Company Clark LLC (4531); AP Acquisition Company Gordon LLC (5666); AP Acquisition Company Massachusetts LLC (7581); AP Acquisition Company Missouri LLC (7840); AP Acquisition Company New York LLC (7361); AP Acquisition Company North Carolina LLC (N/A); AP Acquisition Company Washington LLC (2773); Auto Plus Auto Sales LLC (6921); IEH AIM LLC (2233); IEH Auto Parts LLC (2066); IEH Auto Parts Puerto Rico, Inc. (4539); and IEH BA LLC (1428). The Debtors' service address is: 112 Townpark Drive NW, Suite 300, Kennesaw, GA 30144.

("Debtors"). *See,* ECF 465[2] In support of this Objection, Goodman would respectfully show the Court as follows:

## I. PRELIMINARY STATEMENT

1. Ms. Goodman, who resides in the Bronx, New York City, New York, was seriously injured in a motor vehicle accident on February 8, 2018. The accident occurred when a vehicle driven by an employee of IEH, in the course of his employment, struck Goodman in the rear while driving a work vehicle for Access-A-Ride. Goodman was permanently disabled by the accident with debilitating spinal injuries. Goodman commenced a personal injury action in New York state court against IEH Auto Parts, LLC and Nathaniel James Miranda ("Miranda").

2. On April 12, 2022, the Supreme Court of the State of New York, Bronx County entered an order of partial summary judgment establishing that the accident was due solely to the IEH driver's negligence and that IEH is liable under New York law for payment of the damages resulting from the injuries that Goodman suffered. The summary judgment was affirmed by a New York appellate court. The sole remaining issue is the extent of Goodman's compensable damages.

3. Prior to the filing of the Bankruptcy, the Debtor and Goodman had agreed to mediate and selected a mediator.

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[2] . To the extent that the Combined Document constitutes a chapter 11 disclosure statement as contemplated by section 1125 of the Bankruptcy Code, the Combined Document is referred to as the "Disclosure Statement" in this Objection. To the extent that the Combined Document constitutes a chapter 11 plan of reorganization or liquidation as contemplated by sections 1121-1146 of the Bankruptcy Code, the Combined Document is referred to as the "Plan" in this Objection.

4. Goodman filed a timely proof of claim asserting damages of $9,750,000. Claim No. 349.

5. Goodman requested IEH consent to relief from the automatic stay to the extent necessary to allow Goodman to proceed in New York state court to establish her compensable damages and to collect the same from the insurer(s). IEH declined to consent to lift the stay or language in the confirmation order resolving the Goodman objections to the Plan.

6. On information and belief, the applicable policy for the primary coverage of Goodman's claims is Policy Number: ISA H2515552A ("Policy").

7. On information and belief, Miranda had the owner's consent to use the vehicle that rammed into Goodman and is also an insured under the Policy. Nothing in this bankruptcy should abrogate Goodman's rights against Miranda. On information and belief, Miranda is a former employee of the Debtor. As such, he is a non-debtor third party and presumably an insured under the Policy. The Plan and Disclosure Statement does not adequately address the issue of non-debtor individuals who are insureds under the Policy.

8. The Policy also has a "Fronted Reimbursement of Deductible Endorsement" which provides that that Insurer will pay all sums that it becomes legally obligated to pay, up to the Limit of Insurance under this policy. Any obligation of the Debtor is only as to reimbursement.

9. The Business Auto Declarations for the Policy show that there is a limit of $3,000,000 coverage for any accident.

10. The Disclosure Statement does not provide any detail on the coverage provided for under the various policies or the claims which have been asserted against the various policies which the Debtor is defining as a "Covered Claim," including the Policy that covers Goodman's

claims. Nothing in the Combined Document shows how the Debtors are characterizing the Goodman Claim and whether the Debtors concede it is a Covered Claim.

11. Goodman's damages claim exceeds the coverage limits of the Policy. On information and belief, the Debtor also has surplus insurance coverage which provides coverage for the Goodman claim.

12. Goodman is chiefly concerned with how the Plan affects the rights of insured claimants. In this area, and in others, both the Plan and the Disclosure Statement are deficient. For the reasons set forth below, the Plan, in its present form, fails to meet the statutory requirements for confirmation in several respects. Additionally, the Disclosure Statement does not provide adequate information to enable a creditor, especially the holder of an insured claim, to assess the merits of the Plan on an informed basis.

13. Most of Goodman's objections to the Plan and the Disclosure Statement center on the confusing, sometimes inconsistent, and in a few cases unlawful treatment of insured claims. Goodman would hope that the Debtors' intent was and is to affirm the right of Goodman and other insured claimants to liquidate their claims in proper state court venues where the pending litigation is filed; and, if successful, to collect to the extent of available insurance.

14. The Debtor has not filed a notice of removal of the Goodman suit in New York nor has it sought to transfer the Goodman case to the Bankruptcy Court.

15. Goodman will continue to attempt to work with the Debtors regarding resolving the Objection which can be remedied by amendments and/or supplements to the Combined Document. At present, however, the Plan is unconfirmable and the Disclosure Statement is not ready for final approval. The Court should deny confirmation of the Plan and deny final approval of the Disclosure Statement.

16. Given the plan and disclosure statement are combined in one document, there will be substantial overlap between objections to confirmation of the plan and objections to the adequacy of the disclosure statement. Some objections will be applicable to both the plan and the disclosure statement. If the Court determines that any objection to the Plan set forth herein is more properly considered an objection to the Disclosure Statement, or vice versa, Goodman respectfully requests that the Court consider such objection in the proper context.

## II. JURISDICTION AND VENUE

17. This Court has jurisdiction to hear and determine this Objection under 28 U.S.C. § 1334. Consideration of a Disclosure Statement and Plan is a core proceeding under 28 U.S.C. § 157(b)(2)(A), (L), and (O). Notwithstanding the foregoing, under section 157(b)(2)(B) of title 28 of the United States Code, the liquidation or estimation of contingent or unliquidated personal injury tort claims for the purpose of distribution is a non-core matter. The bankruptcy court lacks jurisdiction to liquidate a personal injury claim. *In re Roman Catholic Church for the Archdiocese of New Orleans*, No. 21-1238, 2021 U.S. Dist. LEXIS 160497 (E.D. La. Aug. 25, 2021).

18. As such, a final ruling on the Combined Document should not have any provisions that adjudicate rights which the Bankruptcy Court does not have jurisdiction over related to Goodman's personal injury tort claim.

19. For a bankruptcy court to enforce the plan after confirmation and to enjoin a plaintiff from pursuing a claim, two requirements must be met: (1) the bankruptcy court must have jurisdiction to hear the plaintiff's claim under 28 U.S.C. § 1334; and (2) the bankruptcy court's confirmation order must specifically approve the release of the plaintiff's claim. *In re CJ Holding Co.,* 597 B.R. 597, 604 (S.D. Tex. 2019).

20. Goodman does not consent to a final order of this court that liquidates her claim for distribution purposes, or which finds or dictates that the Bankruptcy Court has jurisdiction over the liquidation of such claims post-confirmation. Goodman objects to any discharge, plan injunction, exculpation, or release language that limits her rights to liquidate her claim and proceed against the non-debtor insured.

21. Venue in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

22. The bases for the relief requested herein are 11 U.S.C. §§ 1125(b), 1128(b), and 1129; Rule 3020(b) of the Federal Rules of Bankruptcy Procedure; Rule 9013-1 of the Bankruptcy Local Rules for the Southern District of Texas, and the Procedures for Complex Chapter 11 in the Cases Southern District of Texas.

## III. OBJECTION TO CONFIRMATION OF PLAN

### A. Standard of Law

23. Section 1129 of the Bankruptcy Code sets forth the requirements for confirming a chapter 11 plan of reorganization. 11 U.S.C. § 1129. The proponent of the plan must show, by a preponderance of the evidence, that each of the applicable requirements is met. *Heartland Fed. Sav. & Loan Ass'n v. Briscoe Enters. (In re Briscoe Enters.)*, 994 F.2d 1160, 1165 (5th Cir. 1993); *In re Sandridge Energy, Inc.*, No. 16-32488 (DRJ), 2016 Bankr. LEXIS 4622 at *34 (Bankr. S.D. Tex. Sep. 20, 2016). The burden of persuasion rests with the plan proponent. *Briscoe*, 994 F.2d at 1165; *In re Nuvira Hospitality, Inc.*, No. 15-80432-G3-11, 2016 Bankr. LEXIS 4033 at *8 (Bankr. S.D. Tex. Nov. 21, 2016).

24. As proponents of the Plan, the Debtors bear the burden of showing that they, and the Plan, satisfy the prerequisites to confirmation. For the reasons set forth below, the Debtors cannot carry their burden.

**B. Objections to Confirmation**

***(1) The Plan is Not Sufficiently Specific on the Right of Insured Claimants to Liquidate Their Claims Outside of the Bankruptcy Court.***

25. A chapter 11 plan must "***specify*** the treatment of any class of claims or interests that is impaired under the plan." 11 U.S.C. § 1123(a)(3) (emphasis added). The Plan is confusing and inconsistent on whether insured claimants may liquidate their claims and collect to the extent of available insurance outside of this Court. On the one hand, that right seems to be affirmed in one section of the Plan:

> Notwithstanding anything to the contrary herein, if any Allowed Claim is covered by an Insurance Policy, such Claim shall first be paid from proceeds of such Insurance Policy, with the balance, if any, treated in accordance with the provisions of this Plan governing the Class applicable to such Claim.

(Combined Doc. § III.F, p. 23.) However, a different provision of the Plan states that, in order to liquidate an insured claim, the claimant has to obtain either an agreed order with the Plan Administrator or an order of this Court granting relief from the Plan injunction. (Combined Doc. § V.C(a)(i), p. 28.) Requiring such an order after confirmation is unfair and inappropriate, especially since the Plan does not specify any criteria by which the Plan Administrator may (or must) consent to such an agreed order. The lack of any guidelines creates a real risk that similarly situated claimants will be treated differently. *See* 11 U.S.C. § 1123(a)(4) (plan must provide same treatment for claimants in same class unless less favored claimants agree to such treatment). Further, the Plan Administrator is not defined and the selection and role of the Plan Administrator are not defined. The Plan has definitions for a Plan Agent and a GUC Administrator, but nothing for a "Plan Administrator." To the extent the Plan Administrator would be further explained in the Plan Supplement or Exhibits, those have yet to be filed and the creditors have a deadline for

filing objections before the deadline for the Debtors to file the Plan Exhibits and Plan Supplement.

***(2) The Plan is Not Sufficiently Specific on the Issue of Insurance Deductibles or Self-Insured Retentions.***

26. Similarly, the Plan is inconsistent on whether an insurer can refuse to pay a covered claim on the grounds that the particular insured Debtor has not satisfied its deductible or SIR obligation. "SIR obligation" is not a defined term, but presumably applies to a self-insured retention. As to the Policy related to Goodman's claims, there is no self-insured retention obligation. However, the Policy has a "Fronted Reimbursement of Deductible Endorsement." Notably, a fronted reimbursement of a deductible is not a self-insured retention obligation. Regardless, the insurer is required to pay out any claim and then seek reimbursement.

27. One provision seems to make it clear that the insurer cannot refuse to pay out on any insured claim:

> Each applicable Insurer is prohibited from, and the Confirmation Order shall include an injunction against, denying, refusing, altering or delaying coverage on any basis regarding or related to the Chapter 11 Cases, this Plan or any provision within this Plan, including the treatment or means of liquidation set out within this Plan for any insured Claims or Causes of Action.

(Combined Doc. § V.C, pp. 27-28.) However, the Plan also includes language that can be interpreted as contradicting the above provision:

> The Holder of a Covered Claim (as defined in the applicable insurance policy) may pursue such Covered Claim to final judgment, including any appeals, in any court(s) having competent jurisdiction, or settlement, solely to the extent of available insurance proceeds ***exceeding any applicable Deductible or SIR***,

> after entry into an agreed order with the Plan Administrator[3] or as may be determined by this Court pursuant to a motion for relief from the Plan injunction.

(Combined Doc. § V.C(a)(i), p. 28) (emphasis added).[4]

28. The ambiguity in the Plan prejudices personal injury claimants like Goodman The liability insurance policy that covers Goodman's claim does not permit any such refusal to pay under those circumstances. Under the policy, the insurer's obligation to pay claims is completely separate from, and not contingent upon, IEH's obligation to reimburse the insurer.

29. Moreover, New York law where Goodman was injured and her suit is pending provides that a policy providing liability insurance in New York shall not release the insurer for payment of damages for injury sustained or loss occasioned during the life of and within the coverage of such a policy. N.Y. Ins. Law § 3420(a)(1).

30. As required under New York law, the policy specifically prohibits the insurer from refusing to pay a covered claim on account of the insured's bankruptcy.

**B. General Conditions**

**1. Bankruptcy**

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

Policy, Business Auto Coverage Form, p. 9 of 12.

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[3] The term "Plan Administrator" is not defined in the Plan. This fact is the subject of a separate objection. See *infra*.

[4] The confusion is compounded by the fact that "Deductible" and "SIR" are not defined in the Plan.

31. Such bankruptcy clauses are required by law in many states. *See, e.g.*, Ark. Code Ann. § 23-89-102(a); Fla. Stat. § 324.151(c); 215 Ill. Comp. Stat. § 5/388; Md. Code. Ann., Ins. § 19-102(b); Minn. Stat. § 60A.08(6); N.Y. Ins. Law § 3420(a)(1); Va. Code Ann. § 38.2-2200(1). Numerous courts have held that a chapter 11 debtor's non-payment of a deductible or SIR obligation does not excuse the insurer from paying a covered claim. *See, e.g., Sturgill v. Beach at Mason Ltd. P'ship*, No. 1:14cv0784 (WOB), 2015 U.S. Dist. LEXIS 142490, *5 (S.D. Ohio Oct. 20, 2015); *Admiral Ins. Co. v. FF Acquisition Corp. (In re FF Acquisition Corp.),* 422 B.R. 64, 67-68 (Bankr. N.D. Miss. 2009); *Am. Safety Indem. Co. v. Vanderveer Estates Holding, LLC (In re Vanderveer Estates Holding, LLC)*, 328 B.R. 18, 25-26 (Bankr. E.D.N.Y. 2005).

32. As the foregoing discussion demonstrates, the facts and the law would favor Goodman in any such dispute. IEH's liability policy requires the insurer to pay first-dollar coverage on Goodman's claim, even though IEH has not paid the insurer for the fronted reimbursement deductible. The insurer's recourse is to assert a prepetition claim for the reimbursement against IEH's estate, which claim will be treated according to its classification in a confirmed chapter 11 plan. Still, the Plan should be drafted with enough clarity to preclude an insurer from taking such a stance against an innocent claimant like Goodman.

***(2) The Plan is Not Sufficiently Specific on the Venue of an Insured Claimant's Liquidation of the Claim.***

33. On the question whether an insured claimant can liquidate the claim outside this Court, again, the Plan is at best imprecise, if not literally inconsistent. First, the Plan allows claim liquidation in "any court(s) having competent jurisdiction. . . ." (Combined Doc. § V.C(a)(i), p. 28.) However, a different subparagraph gives this Court "exclusive jurisdiction to determine any requests for relief from the order confirming the Plan and estimation of claims. . . ." (Combined

Doc. § V.C(a)(iv), p. 28.) IEH did not remove Goodman's state court lawsuit to federal court, and the deadline for removal has passed. The Court should find that jurisdiction over the liquidation of the damages of Goodman's claim for distribution purposes is solely under the jurisdiction of the state court where the litigation is currently pending.

***(3) The Plan is Not Sufficiently Specific on the Notation of Satisfaction of Insured Claims.***

34. The Plan provides as follows regarding insured claims:

> To the extent that any of the Debtors' Insurers agrees to satisfy in full or in part an Allowed Claim, then ***immediately upon such Insurers' agreement,*** such Claim may be noted on the claims register as satisfied in accordance with this Plan without an objection having to be Filed and without any further notice to or action, order or approval of the Bankruptcy Court.

(Combined Doc. § VI.N.2., p. 32) (emphasis added). The Debtors are asking for authority to note such claims as satisfied in accordance with the Plan, without further notice to or action by the Court, merely upon the insurer's ***agreement*** to pay the claims, not upon the actual payment. Any such authority should be tied to actual payment of the claims by all insurers that have coverage liability for a claim including surplus or excess insurers. The Plan does not address the fact that some claims like Goodman's may be covered under multiple insurance policies. Otherwise, the Plan treats insured claims differently from uninsured claims of the same class, in violation of section 1123(a)(4) of the Bankruptcy Code.

***(4) The Plan Improperly Allows the Debtors to Waive Entry of a Confirmation Order as a Condition to the Effective Date.***

35. The Plan lists nine conditions precedent to the occurrence of the Effective Date. One such condition is that "[t]he Confirmation Order shall be in full force and effect, and no stay thereof shall be in effect." (Combined Doc. § VIII.B.1., p. 34.) The Plan goes on to say that the Debtors and American Entertainment Properties Corp., the debtor-in-possession (DIP) financing

lender, can agree to waive any condition precedent to the occurrence of the Effective Date, except for the condition that the GUC Payment shall have been funded. (Combined Doc. § VIII.C., p. 35.) Read literally, this provision would allow the Debtors and the DIP financing lender to waive entry of the confirmation order as a condition to the occurrence of the Effective Date. This objection could be easily corrected with more precise drafting.

***(5) The Plan Purports to Release Non-Debtor Parties in Contravention of Fifth Circuit Law.***

36. The Plan includes a provision by which creditors and other non-Debtor parties are deemed to have released certain claims against numerous other non-Debtor parties. (Combined Doc. § VIII.F.4., pp. 36-37.) The only way to avoid such a release is to affirmatively "opt out," either by marking the intent to opt out on the creditor's ballot, by filing a timely objection to the releases, or by voting to reject the Plan. (Combined Doc. § I.A.103.(x)-(z), p. 12.) Such third-party releases are strongly disfavored in the Fifth Circuit and are approved only in rare cases where the release is (i) consensual, (ii) specific in language, (iii) integral to the plan and/or a condition of settlement, and (iv) given for consideration. *In re Wool Growers Cent. Storage Co*., 371 B.R. 768, 775-76 (Bankr. N.D. Tex. 2007) (citing *Republic Supply Co. v. Shoaf*, 815 F.2d 1046, 1050 (5th Cir. 1987)); *see also FOM P.R. S.E. v Dr. Barnes Eyecenter Inc.*, 255 F. App'x 909, 911-12 (5th Cir. 2007); *Hinijosa Eng'g, Inc. v. Lopez (In re Treyson Dev., Inc.*), Nos. 14-70256, 15-7014, 2016 Bankr. LEXIS 1768, at *57-58 (Bankr. S.D. Tex. Apr. 19, 2016) (citing *Hernandez v Larry Miller Roofing, Inc*., 628 F. App'x 281, 288-89 (5th Cir. 2016)).

37. Goodman objects to any such releases and opts-out.

38. Goodman asserts that the Debtors should be made to satisfy their burden of proof that this is one of the rare cases in which a third-party release is appropriate. Goodman believes

that it is not, and that the inclusion of these third-party releases renders the Plan unconfirmable. *See* 11 U.S.C. § 524(e) (with exceptions not relevant here, discharge does not affect liability of third parties); *id*. § 1129(a)(1) (plan must comply with applicable provisions of title 11). Goodman's suit is against the Debtor and a non-Debtor employee who is also an insured under the Policy. Nothing herein should limit Goodman's claims and rights against the non-Debtor or the non-Debtor's status as an insured under the Policy.

39. For further clarity, by this objection to the non-Debtor releases, Goodman removes herself or opts-out from the definition of "Releasing Parties" and makes the non-Debtor releases inapplicable to her even in the event that the Plan is confirmed. (Combined Doc. § I.A.103.(y), p. 12.)

***(6) The Plan Improperly Seeks a Conclusion of Good Faith Without Findings of Fact Supported by Evidence.***

40. The Plan includes this provision:

> Upon entry of the Confirmation Order, the Debtors will be deemed to have solicited votes on the Plan in good faith and in compliance with the Bankruptcy Code, and pursuant to section 1125(e) of the Bankruptcy Code, the Debtors, and their Representatives will be deemed to have participated in good faith and in compliance with the Bankruptcy Code.

(Combined Doc. § VIII.G., p. 39.) It is inappropriate to state in a plan that confirmation of the plan automatically includes a legal conclusion that the Debtors and their representatives have acted in good faith. A conclusion of good faith requires findings of fact supported by evidence. Goodman insists on strict proof of the same.

***(7) The Plan Cannot be Confirmed Until the Plan Supplement is Filed and Sent to Parties in Interest.***

41. As of the filing of this Objection, neither Goodman nor her counsel have seen a copy of the Plan Exhibits or Plan Supplement. The Plan Supplement is integral to the Plan and

contains crucial information that creditors and other parties in interest need in order to assess the merits of the Plan. Among other things, the Plan Supplement was to reveal the identities of the Plan Agent and the GUC Administrator and include copies of the GUC Administrator agreement and the schedule of Retained Causes of Action. Neither the Plan nor the Disclosure Statement is complete or can be approved without this information.

42. Further, one of the Plan Exhibits is a Liquidation Analysis. The Liquidation Analysis should have better visibility on the handling of various claims like Goodman and what claims are deemed Covered Claims.

***(8) The Plan Does Not Define "Plan Administrator."***

43. The term "Plan Administrator" appears in the insurance provision of the Plan (Combined Doc. § V.C.(a)(i), p. 28), but is not defined. The Plan provides the Plan Administrator is the party to determine whether the Debtors will agree to a relief from the plan injunction to allow creditors like Goodman to proceed with their state court proceedings. For the Plan to be confirmable, the Debtors will need to either define the term or correct the reference.

## IV. OBJECTION TO FINAL APPROVAL OF DISCLOSURE STATEMENT

44. A conditionally approved disclosure statement is subject to final approval under section 1125(b) of the Bankruptcy Code as containing adequate information. *See Order (I) Conditionally Approving the Disclosure Statement; (II) Approving the Solicitation and Notice Procedures; (III) Approving the Forms of Ballots and Notices in Connection Therewith; (IV) Approving the Combined Hearing Timeline; and (V) Granting Related Relief* [Docket No. 471], at p. 2.

45. "Section 1125(a)(1) defines 'adequate information' as that term is used in subsection (b) to include 'information of a kind, and in sufficient detail, as far as is reasonably

practicable . . . that would enable a hypothetical reasonable investor typical of holders of claims or interests of the relevant class to make an informed judgment about the plan.'" *Mabey v. Southwestern Elec. Power Co. (In re Cajun Elec. Power Coop.)*, 150 F.3d 503, 518 (5th Cir. 1998). "The determination of what is adequate information is subjective and made on a case by case basis. This determination is largely within the discretion of the bankruptcy court." *Texas Extrusion Corp. v. Lockheed Corp. (In re Texas Extrusion Corp.)*, 844 F.2d 1142, 1157 (5th Cir.), *cert. denied*, 488 U.S. 926 (1988). "Disclosure statements which are misleading, or which contain unexplained inconsistencies, should not be approved." *In re Applegate Prop., Ltd.*, 133 B.R. 827, 829 (Bankr. W.D. Tex. 1991).

46. Some of the Plan objections set forth herein are also objections to the adequacy of the Disclosure Statement. The Disclosure Statement is deficient, including but not limited to the following respects:

- The Disclosure Statement lacks adequate information on the right of insured claimants to liquidate their claims outside of this Court;
- the Disclosure Statement lacks adequate information on the issue of insurance deductibles or self-insured retentions;
- the Disclosure Statement lacks adequate information on whether the Plan allows the Debtors to defeat the venue choices of insured claimants who seek to liquidate their claims in pending litigation; and
- the Disclosure Statement lacks adequate information by failing to provide the Plan Supplement to parties in interest.

47. Goodman reserves the right to amend and/or supplement this Objection as necessary or appropriate.

## V. PRAYER FOR RELIEF

WHEREFORE, Goodman prays that the Court deny confirmation of the Plan, deny final approval of the Disclosure Statement, and grant Goodman such other and further relief to which she may be justly entitled.

DATED: May 26, 2023

Respectfully submitted,

*/s/ Deirdre Carey Brown*

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COUNSEL FOR OLAYA Z. GOODMAN

**CERTIFICATE OF CONFERENCE**

Undersigned counsel reached out to Debtor's counsel regarding the Plan and Disclosure Statement on May 24, 2023, but the Debtor's counsel has not had an opportunity to respond on the issues with the Plan that were raised but reaffirmed an objection to lifting of the automatic stay.

*/s/ Deirdre Carey Brown*
Deirdre Carey Brown

**CERTIFICATE OF SERVICE**

I certify that on May 26, 2023, I caused a copy of the foregoing *Objection of Olaya Z. Goodman to (1) Confirmation of First Amended Joint Plan of Liquidation of IEH Auto Parts Holding LLC and its Debtor Affiliates and (2) Final Approval of First Amended Disclosure Statement of IEH Auto Parts Holding LLC and its Debtor Affiliates* to be served by the Electronic Case Filing System to all parties registered for ECF notice in the above-captioned case.

*/s/ Deirdre Carey Brown*
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