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

In re:	)	Chapter 11
AUTO PLUS AUTO SALES LLC,	)	Case No. 23-90055 (CML)
Wind-Down Debtor.[1]	)	(Formerly Jointly Administered under Lead Case of IEH Auto Parts Holding LLC, Case No. 23-90054)

STIPULATION AND AGREED ORDER BY AND AMONG
THE GUC TRUSTEE AND FRANK CHILDS

[Re: Claim No. 391; ECF No. 474]

Michael D. Warner, solely in his capacity as trustee (the "GUC Trustee") of the Auto Parts GUC Trust (the "GUC Trust"), and Frank Childs ("Claimant," and together with the GUC Trustee, the "Parties"), by and through the undersigned counsel, hereby stipulate and agree as follows:

General Background

WHEREAS, on January 31, 2023 (the "Petition Date"), IEH Auto Parts Holding LLC and its debtor affiliates (before the Plan Effective Date, the "Debtors," and after the Plan Effective Date, the "Wind-Down Debtors")[2] filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of Texas (the "Court").

[1] On January 16, 2024, the Court entered a *Final Decree Closing Certain of the Chapter 11 Cases* [Case No. 23-90054, ECF #1043] closing each Debtor's chapter 11 case except the case of Auto Plus Auto Sales LLC. The Wind-Down Debtor's service address is 5330 Caramel Crest Lane, Charlotte, NC 28226.

[2] The Debtors in these chapter 11 cases, along with the last four digits of each entity's federal tax identification number, are as follows: 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).

WHEREAS, on February 1, 2023, the Court entered an Order [Case No. 23-90054, ECF #28] authorizing the Debtors to retain Kurtzman Carson Consultants LLC (the "Claims Agent") as claims, noticing, and solicitation agent to, among other things, maintain the official claims register in these bankruptcy cases (the "Claims Register").

WHEREAS, on March 13, 2023, the Court entered an Order [Case No. 23-90054, ECF #222] establishing (i) May 1, 2023, as the deadline for all non-governmental units to file proofs of claim (the "General Bar Date") and establishing (ii) July 31, 2023, as the deadline for all governmental units to file proofs of claim (the "Government Bar Date" and together with General Bar Date, the "Bar Dates").

WHEREAS, on March 31, 2023, the Debtors filed their respective Schedules of Assets and Liabilities [Case No. 23-90054, ECF Nos. 292–304] (as each may have been amended from time to time, the "Bankruptcy Schedules"). Claims listed in the Debtors' Bankruptcy Schedules are referenced herein as "Scheduled Claims."

WHEREAS, on June 16, 2023, the Court entered an Order [Case No. 23-90054, ECF #749] confirming the *Third Amended Combined Disclosure Statement and Joint Plan of Liquidation of IEH Auto Parts Holding LLC and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Case No. 23-90054, ECF #738] (the "Plan"). The Plan became effective on October 6, 2023 (the "Plan Effective Date") [Case No. 23-90054, ECF #922].

WHEREAS, the GUC Trustee has sole authority under the Plan to object to and reconcile all General Unsecured Claims,[3] and the Plan Agent and/or the Wind-Down Debtors, as applicable, have authority to object to and reconcile all Non-GUC Claims, including 503(b)(9) Claims. *See Plan* at 37, Art. VII.B.1.

[3] Capitalized terms used but not defined herein shall have the meanings provided in the Plan unless otherwise noted.

Claims of Frank Childs

WHEREAS, the Debtors' Bankruptcy Schedules did not list any Scheduled Claims for Claimant or any persons or entities affiliated with Claimant (such persons and entities, collectively, "Affiliates").

WHEREAS, on April 20, 2023, Claimant filed Proof of Claim No. 391 ("Claim No. 391") asserting a General Unsecured Claim against IEH Auto Parts LLC in the amount of $300,000.00 based on alleged Title VII race discrimination and retaliation claims (EEOC Charge No. 410-2020-05699) (such alleged discrimination and relation claims, as described in Claim No. 391, the "Litigation Claims").

WHEREAS, on April 16, 2026, the GUC Trustee filed the *GUC Trustee's Twenty-Fourth Omnibus Objection to Claims (Litigation Claims)* [ECF #474] (the "Objection") objecting to Claimant's General Unsecured Claim and seeking to disallow the claim, among other things.

WHEREAS, the Parties have engaged in good faith, arm's length negotiations to resolve the GUC Trustee's Objection to Claimant's General Unsecured Claim. To efficiently resolve such matters without further litigation, and without admission by any of the Parties, the Parties have agreed to resolve all disputes as to Claimant's General Unsecured Claim on the terms set forth herein.

NOW, THEREFORE, THE PARTIES HEREBY STIPULATE AND AGREE, AND UPON APPROVAL AND ENTRY OF THIS STIPULATION BY THE COURT, IT IS HEREBY ORDERED AS FOLLOWS:

1. The above recitals are incorporated by reference into this Stipulation and Agreed Order with the same force and effect as if fully set forth hereinafter.

2. Any Scheduled Claims listed for Claimant, if any, are hereby disallowed in their entirety and shall be expunged from the Claims Register.

3. Claim No. 391 filed by Claimant is hereby reduced and Allowed as a General Unsecured Claim in the amount of **$15,000.00**, which shall be treated and paid in accordance with the terms of the Plan. Claimant's General Unsecured Claim is hereby capped at the foregoing Allowed amount, and no portion of any Non-GUC Claims held or asserted by Claimant, if any, shall be reclassified as a General Unsecured Claim.

4. Claimant is not entitled to and shall not receive any Distributions from the GUC Trust on account of any Claims other than Claim No. 391, as reduced and Allowed under this Stipulation and Agreed Order.

5. Claimant represents and warrants that (a) Claim No. 391 is the only Claim that it holds or asserts against the Debtors, their Estates, and/or the GUC Trust; (b) Claimant does not hold or assert any Non-GUC Claims against the Debtors, their Estates, and/or the GUC Trust; and (c) Claimant has not transferred or assigned any Claim to any third party. Claimant shall not file or assert any further Claims against the Debtors, the Wind-Down Debtors, the Estates, or the GUC Trust arising from any facts or events occurring on or before the Petition Date or relating to Claimant's prior employment with the Debtors.

6. The permanent injunction pursuant to Section VIII.F.6 of the Plan (the "Plan Injunction"), if and to the extent applicable, is hereby modified to permit Claimant to pursue his Litigation Claims to final judgment or settlement, including any appeal, solely for the purpose of collecting any such final judgment or settlement from the proceeds of the Debtors' applicable insurance policies, if any (the "Insurance Policies"), or from non-Debtor third parties, if any, and to permit the appropriate insurance carrier of the Debtors (including its agents or administrators, an "Insurer") to administer any such Insurance Policies in accordance with the terms thereof; *provided*, *however*, that the GUC Trustee, the Estates, the Debtors, the Plan Agent, and each of

their respective employees, officers, directors, representatives, agents, attorneys and other professionals, are not required and shall have no obligation whatsoever to participate in Claimant's pursuit of such judgment or settlement or to cooperate with Claimant in the pursuit of any such judgment or settlement; *provided*, *further*, that nothing in this Order shall modify the Plan Injunction with respect to any Non-GUC Claims of Claimant, if any.

7. Nothing in this Stipulation and Agreed Order shall (a) constitute or be deemed to constitute a finding, representation, admission, or determination as to the existence of (i) coverage or the applicability of any Insurance Policies with respect to Claimant's Litigation Claims or (ii) any liability with respect to Claimant's Litigation Claims; (b) modify, alter, or amend the terms and conditions of any Insurance Policies or any related agreements, except as otherwise expressly set forth in this Order; (c) create or permit a direct right of action by Claimant against any Insurer and/or any non-Debtor third party; or (d) preclude or in any way limit the rights of any Insurer to contest or litigate the existence, primacy, or scope of available coverage under any allegedly applicable Insurance Policy or to otherwise assert any defenses to coverage.

8. Nothing in this Order shall lift or modify the Plan Injunction with respect to any other Claim against the Debtors, the Estates, or the GUC Trust other than Claimant's Litigation Claims described herein or otherwise affect any such Claims, and nothing in this Order shall be used by any other claimant to argue that the Plan Injunction or automatic stay have been or should be modified or lifted with respect to their Claims.

9. If Claimant commences or proceeds with any litigation in connection with his Litigation Claims in accordance with the terms of this Order, any of the Debtors, the Estates, the GUC Trust, or the Plan Agent identified as a party to such litigation shall be a party only nominally (meaning, for the sake of clarity, in name only).

10. The Claims Agent is authorized and directed to update the Claims Register to reflect the terms and relief provided in this Stipulation and Agreed Order.

11. The Parties are authorized to take all actions necessary or appropriate to effectuate the terms of the Stipulation and Agreed Order.

12. The terms of this Stipulation and Agreed Order are effective and enforceable immediately upon approval and entry by the Court.

13. This Court retains jurisdiction with respect to all matters arising from or related to this Stipulation and Agreed Order, and the Parties consent to the Court's jurisdiction to resolve any such disputes or controversies.

14. This Stipulation and Agreed Order may be executed by electronic means and the printed product of such shall constitute an original of this Stipulation and Agreed Order. This Stipulation and Agreed Order may be executed and delivered in multiple counterparts, each of which, when so executed and delivered, shall be and constitute an original and one and the same document.

IT IS SO ORDERED.

Signed:

Christopher Lopez
United States Bankruptcy Judge

AGREED AS TO FORM AND CONTENT:

Dated: May 13, 2026

/s/ Kyle Woodard
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