

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

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In re:		)	Chapter 11
		)	
RUNWAY LIQUIDATION HOLDINGS, LLC,		)	Case No. 17-10466 (SCC)
<i>et al.</i> , <sup>1</sup>		)	
		)	
Debtors.		)	(Jointly Administered)
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**AMENDED STIPULATION AND AGREED ORDER RESOLVING THE  
PLAN ADMINISTRATOR’S FOURTEENTH OMNIBUS (NON-SUBSTANTIVE)  
OBJECTION TO CERTAIN CLAIMS (DUPLICATE, LATE FILED, NO LIABILITY  
AND RECLASSIFIED) AS IT RELATES TO CLAIRE CARRE CLAIM NO. 591**

This amended stipulation (the “Amended Stipulation”) is made between David MacGreevey, in his capacity as plan administrator (the “Plan Administrator”) acting on behalf of Runway Liquidation Holdings, LLC, and its affiliated post-effective date debtors (collectively, the “Post-Effective Date Debtors” and before the Effective Date of the Plan, the “Debtors”), and Claire Carre (“Claimant,” and together with the Plan Administrator, collectively, the “Parties”), by and through the undersigned.

**RECITALS**

**WHEREAS**, on May 24, 2017, Claimant filed a proof of claim asserting (i) a priority claim of \$12,850, and (ii) a non-priority general unsecured claim in the amount of \$1,600.00 for a total claim amount of \$14,450.00, identified as claim number 591 on the Claims Register (“Claim 591”).

**WHEREAS**, on April 23, 2018, the Plan Administrator filed the *Plan Administrator’s Fourteenth Omnibus (Non-Substantive) Objection to Certain Claims (Duplicate, Late Filed, No*

<sup>1</sup>The Post-Effective Date Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, include: Runway Liquidation Holdings, LLC (6857); Runway Liquidation, LLC (5942); Runway Liquidation Intermediate Holdings, LLC (3673); MR Liquidation, LLC (9200); and MMH Liquidation, LLC (3854).

*Liability and Reclassify*) [Docket No. 878] (the “Objection”). The Plan Administrator objected to Claim 591 seeking to reclassify Claim 591 on the basis that the amount of the asserted claim includes amounts not entitled to any priority status.

WHEREAS, on July 11, 2018, the Bankruptcy Court entered *the Stipulation and Agreed Order* .... [Docket No. 928], which mistakenly provides for the resolution of Claim “561” instead of Claim “591” in paragraph 3 thereof.

**WHEREAS**, the Plan Administrator and Claimant have agreed to enter into this Amended Stipulation for the sole purpose of correcting the error referenced in the immediately preceding recital.

### **STIPULATION**

**NOW, THEREFORE**, in consideration of the foregoing, the Parties hereby agree and stipulation as follows:

1. The foregoing recitals are hereby fully incorporated into and made an express part of this Amended Stipulation.
2. The Parties agree that paragraph 3 of the Original Stipulation shall be revised as follows:
3. Claim 591 shall be allowed as a (i) priority claim in the amount of \$4,000.00 (the “Fixed Priority Amount”) and (ii) a non-priority general unsecured claim in the amount of \$10,450.00 for a total claim amount of \$14,450.00.
4. All other terms and provisions of the Original Stipulation shall remain in full force and effect as if restated herein.
5. The Plan Administrator shall pay the Fixed Priority Amount within twenty (20) days after the Amended Stipulation Effective Date.

6. This Amended Stipulation shall be binding upon, and shall inure to the benefit of each of, the Plan Administrator, the Post-Effective Date Debtors, the Claimant, and each of their respective agents, employees, representatives, assigns, successors in interest, and attorneys.

7. This Amended Stipulation and Agreed Order constitutes the entire agreement between the Parties and may not be amended or modified in any manner except by a writing signed by both of the Parties or their counsel and approved by the Bankruptcy Court.

8. This Amended Stipulation shall be governed by and construed in accordance with the laws of the State of New York without regard to any law concerning the conflicts of laws.

9. Each Party and signatory to this Amended Stipulation represents and warrants to each other Party that such Party or signatory has full power, authority, and legal right and has obtained all approvals and consents necessary to execute, deliver, and perform all actions required under this Amended Stipulation and, where applicable, has obtained all authority, approvals, and consents necessary to act on behalf of another Party to execute, deliver, and perform all actions required under this Amended Stipulation.

10. The Bankruptcy Court shall retain exclusive jurisdiction to hear and finally determine all disputes arising from or related to this Amended Stipulation, including the performance of the Parties' obligations hereunder and the interpretation of this Amended Stipulation. The Parties each consent to the Bankruptcy Court hearing and finally determining all such disputes. Further, the Parties each agree to waive trial by jury in an action, proceeding, or counterclaim brought by or on behalf of the Parties hereto with respect to any such dispute.

Dated: July 31, 2018

PACHULSKI STANG ZIEHL & JONES LLP

*/S/ Maria A. Bove*

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*Counsel to the Plan Administrator*

Dated: July 31, 2018

*Claire Carre*

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Claire Carre  
37 Chipmunk Hollow Ste 3  
Kerhonkson, NY 12446

*Claimant*

**SO ORDERED:**

August 14, 2018

*/S/ Shelley C. Chapman*

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HONORABLE SHELLEY C. CHAPMAN  
UNITED STATES BANKRUPTCY JUDGE