

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:	:	Chapter 11
GUE Liquidation Companies, Inc., ¹	:	Case No. 19-11240 (LSS)
Post-Effective Date Debtor.	:	(Jointly Administered)

**NOTICE OF FILING STIPULATION BETWEEN THE DEBTOR
LIQUIDATION TRUST THE SUN VALLEY GROUP, INC. (DBA SUN VALLEY
FLORAL FARMS) REGARDING PAYMENT OF ADMINISTRATIVE EXPENSES**

PLEASE TAKE NOTICE that the Debtor Liquidation Trust established pursuant to the *First Amended Joint Plan of Liquidation for the Debtors* [Docket No. 1005] (the “Plan”),² and The Sun Valley Group, Inc., (*d/b/a* Sun Valley Floral Farms) have today entered into the stipulation attached hereto as **Exhibit A**.

[remainder of page intentionally left blank]

¹ The Post-Effective Date Debtor is and the last four digits of its taxpayer identification number are GUE Liquidation Companies, Inc. (5852). The address of the Post-Effective Date Debtor is: GUE Liquidation Companies, Inc., c/o Howley Law PLLC, Pennzoil Place – South Tower, 711 Louisiana Street, Suite 1850, Houston, Texas 77002.

² Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Plan.

Dated: April 15, 2021
Wilmington, Delaware

Respectfully submitted,

/s/ Megan E. Kenney

Daniel J. DeFranceschi (No. 2732)

Paul N. Heath (No. 3704)

Brett M. Haywood (No. 6166)

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ATTORNEYS FOR THE DEBTOR
LIQUIDATION TRUST

EXHIBIT A

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:	:	Chapter 11
GUE Liquidation Companies, Inc., <u>et al.</u> , ¹	:	Case No. 19-11240 (LSS)
Debtors.	:	(Jointly Administered)
	:	
	:	
	:	

**STIPULATION BETWEEN THE DEBTOR LIQUIDATION TRUST
THE SUN VALLEY GROUP, INC. (DBA SUN VALLEY FLORAL FARMS)
REGARDING PAYMENT OF ADMINISTRATIVE EXPENSES**

This stipulation (the “Stipulation”) is entered into by and between the Debtor Liquidation Trust established pursuant to the *First Amended Joint Plan of Liquidation for the Debtors* [D.I. 1005] (the “Plan”)² and The Sun Valley Group, Inc. (*d/b/a* Sun Valley Floral Farms) (“Sun Valley” and together with The Debtor Liquidation Trust, the “Parties”).

WHEREAS, on June 3, 2019 (the “Petition Date”), GUE Liquidation Companies, Inc. and certain of its direct and indirect domestic subsidiaries, as debtors and debtors in possession (collectively, and prior to December 30, 2019, the “Debtors”), each a case (the “Chapter 11 Cases”) under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”).

WHEREAS, On August 1, 2019, the Court entered an order [D.I. 490] approving the sale of the Debtors’ Personal Creations business (the “Personal Creations Sale”) to PlanetArt, LLC

¹ The Debtors are the following 15 entities (the last four digits of their respective taxpayer identification numbers, if any, follow in parentheses): GUE Liquidation Companies, Inc. (5852); Bloom That, Inc. (9936); GUE Liquidation Delivery, Inc. (6960); FlowerFarm, Inc. (2852); FSC Denver LLC (7104); FSC Phoenix LLC (7970); GUE Liquidation, Inc. (1271); GUE Liquidation.CA, Inc. (7556); GUE Liquidation.COM, Inc. (4509); GUE Liquidation Group, Inc. (9190); GUE Liquidation Mobile, Inc. (7423); GUE Liquidation Giftco, LLC (5832); Provide Cards, Inc. (3462); GUE Liquidation Commerce LLC (0019); and GUE Liquidation Creations, Inc. (8964). The Debtors’ noticing address in these chapter 11 cases is 3113 Woodcreek Drive, Downers Grove, IL 60515.

² Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Plan.

(“PlanetArt”). The Personal Creations Sale closed on August 1, 2019. *See Notice of Occurrence of Closing of Sale of Personal Creations* [D.I. 520], dated August 7, 2019. On August 9, 2019, the Court entered orders [D.I. 552, 553] approving the sale of the Debtors’ (a) Shari’s Berries/Gourmet Foods businesses to SBF Acquisition, LLC (the “Gourmet Foods Sale”) and (b) legacy FTD business and restructured ProFlowers business to Gateway Mercury Holdings, LLC (the “FTD/ProFlowers Sale” and, collectively with the Personal Creations Sale and the Gourmet Foods Sale, the “Sales”). The Gourmet Foods Sale closed on August 14, 2019, and the FTD/ProFlowers Sale closed on August 23, 2019 (each a “Closing Date” and collectively, the “Closing Dates”). *See Notice of Occurrence of Closing of Sale of Gourmet Foods* [D.I. 578], dated August 15, 2019; *Notice of Occurrence of Closing of Sale of the FTD Assets and Restructured ProFlowers Business* [D.I. 603], dated August 23, 2019. As of the closing of the FTD/ProFlowers Sale, the Debtors were no longer operating entities.

WHEREAS, on December 19, 2019, the Court entered an order [D.I. 1037] confirming the Plan. The effective date of the Plan (the “Effective Date”) occurred on December 30, 2019.

WHEREAS, on the Effective Date, the Debtor Liquidation Trust and the Committee Liquidation Trust were established pursuant to the Plan to, among other things, liquidate the Debtors’ remaining assets and make distributions in accordance with the terms of the Plan. *See Plan*, §§ III.B.1, III.C.1.

WHEREAS, on September 6, 2019, Sun Valley submitted two requests for payment of administrative expenses at Proof of Claim No. 252-124, which asserted an aggregate administrative expense amount of \$288,339.54 against Debtor Provide Commerce LLC (*n/k/a* GUE Liquidation Commerce LLC), and Proof of Claim No. 241-64, which asserted an aggregate

administrative expense amount of \$828.76 against Debtor FTD, Inc. (*n/k/a* GUE Liquidation, Inc.) (collectively, the “Administrative Expense Requests”);

WHEREAS, the Debtor Liquidation Trust disputes that Sun Valley is entitled to payment in the full amounts asserted in the Administrative Expense Requests;

WHEREAS, the Parties have agreed to consensually resolve the Administrative Expense Requests and other matters between the Parties on the terms set forth herein;

NOW, THEREFORE, the Parties hereby stipulate, through their undersigned representatives, as follows:

1. The above recitals are true and correct and are incorporated herein by reference.
2. Upon the mutual execution of the Stipulation, Proof of Claim No. 252-124 is hereby amended to reflect a reduction of \$6,284.00 and allowed in the amount of \$282,055.54 as an administrative expense under section 503(b)(9) of the Bankruptcy Code, and Proof of Claim No. 241-64 is hereby allowed in the amount of \$828.76 as an administrative expense under section 503(b)(9) of the Bankruptcy Code.
3. Within five business days of the filing of this Stipulation on the docket in the Chapter 11 Cases, the Debtor Liquidation Trust shall submit payment via check in the amount of \$282,884.30 (the “Payment”) to Sun Valley. Sun Valley has provided the Debtor Liquidating Trust with a W-9 and prompt payment of the Payment shall be sent by next day delivery to Sun Valley attention Vikki Rossi, Credit and Collections Manager, The Sun Valley Group, 3160 Upper Bay Road, Arcata, CA 95521.
4. Upon receipt by Sun Valley of the Payment, Omni Management Group, Inc., as the claims and noticing agent for the Debtors, is authorized to adjust the claims register to expunge the Administrative Expense Requests.

5. Except for the claims and obligations arising out of or preserved under this Stipulation, Sun Valley, for itself and on behalf of its predecessors, successors, assigns, agents, representatives, officers, members, directors, and professionals (each, a “Sun Valley Releasing Party” and, collectively, the “Sun Valley Releasing Parties”), fully, finally, and forever release, relinquish and discharge the Debtor Liquidation Trust, the Debtor Liquidation Trustee, Debtors, the Debtors’ estates, and the Debtors’ successors, assigns, agents, representatives, officers, members, directors, and professionals (collectively, the “Debtor Released Parties”) from all rights, claims or counterclaims, demands, damages of any kind, debts, liens, right of indemnification or contribution, liabilities, obligations, fees, costs, and causes of action of every nature and of whatever kind, including, without limitation, in tort, contract, statutory liability, or otherwise, whether at law or equity, whether known or unknown, that have been, could have been, or might in the future be asserted by any one or more of the Sun Valley Releasing Parties against any one or more of the Debtor Released Parties arising from or relating to the Administrative Expense Requests.

6. The Stipulation will be effective on the date on which it is mutually executed by the Parties.

7. Each of the Parties understands and agrees that this Stipulation reflects a compromise of disputed claims and does not constitute, nor shall it be construed as, in any way, an admission of liability, fault, violation, responsibility, or wrongdoing by any of the Parties hereto such liability and wrongdoing being expressly denied.

8. This Stipulation is governed by the law of the State of Delaware, exclusive of its choice-of-law provisions. Each Party irrevocably consents to the jurisdiction of the Court with

respect to any action to enforce the terms and provisions of this Stipulation. Each Party waives any right to commence any such action in any other forum.

9. The undersigned persons represent and warrant that they have full authority to execute this Stipulation.

10. This Stipulation constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings, both written and oral, between the Parties with respect to the matters addressed herein.

11. This Stipulation has been drafted through a cooperative effort of the Parties, and no Party shall be considered the drafter of this Stipulation so as to give rise to any presumption or convention regarding construction of this Stipulation.

12. This Stipulation may be executed in counterparts, any of which may be transmitted by facsimile or electronic mail, and each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

[Signature page follows]

Dated: April 15, 2021

Respectfully submitted,

/s/ Brett M. Haywood

Daniel J. DeFranceschi (No. 2732)
Paul N. Heath (No. 3704)
Brett M. Haywood (No. 6166)
Megan E. Kenney (No. 6426)
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ATTORNEYS FOR SUN VALLEY GROUP,
INC. (d/b/a SUN VALLEY FLORAL FARMS)

ATTORNEYS FOR THE DEBTOR
LIQUIDATION TRUST