



The relief described hereinbelow is SO ORDERED.

Signed January 03, 2019.

*Ronald B. King*  
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Ronald B. King  
Chief United States Bankruptcy Judge

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF TEXAS  
SAN ANTONIO DIVISION

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In re: )  
BUFFETS, LLC, *et al.*,<sup>1</sup> ) Chapter 11  
Debtors ) Case No. 16-50557-rbk  
(Jointly Administered)

ORDER APPROVING SETTLEMENT OF FLSA GENERAL UNSECURED AND  
CONVENIENCE CLAIMS

The Court has considered the Joint Motion of the Unsecured Creditors’ Trustee and the FLSA Claimants to Approve Compromise and Settlement of FLSA Claims (the “**Motion**”)<sup>2</sup> [Doc. 4014] filed by the Unsecured Creditors’ Trustee (“**Trustee**”) of the Unsecured Creditors’

<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: Buffets, LLC (2294); Hometown Buffet, Inc. (3002); OCB Restaurant Company, LLC (7607); OCB Purchasing, Co. (7610); Ryan’s Restaurant Group, LLC (7895); Fire Mountain Restaurants, LLC (8003); and Tahoe Joe’s, Inc. (7129). The address of the Debtors is 120 Chula Vista Drive, Hollywood Park, Texas 78232.

<sup>2</sup> Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Motion and the proposed Settlement Agreement referenced and defined hereinafter.

Trust (“**Trust**”) established in the above-styled chapter 11 cases and the FLSA Claimants (as defined in the Motion) for entry of an order (this “**Order**”):

(a) approving the terms of certain proposed Settlement Agreement as to Pre-Petition, Non-Priority, Unsecured Claims Arising Under the Fair Labor Standards Act (the “**Settlement Agreement**”) (a true and correct copy of which is attached as “**Exhibit 1**” to the Motion),

(b) authorizing the Trustee to enter into the Settlement Agreement on behalf of the Unsecured Creditors’ Trust and the Debtors’ bankruptcy estates, and

(c) granting other relief as set forth in the Motion.

The Motion came before this Court for hearing, pursuant to notice, on January 3, 2019 at 2:00 pm CT (the “**Hearing**”).

Upon consideration of the Motion, any responses of record, the presentations of the parties at the Hearing, and all other matters of record; and having apprised itself of the necessary facts and weighed the advantages and disadvantages of the proposed settlement and applicable equitable factors; and, based thereon, making an informed decision as to the appropriateness of the proposed settlement, the Court finds that: (a) it has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; (b) this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); (c) venue of this proceeding and the Objection in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; (d) the relief requested in the Motion is appropriate under the terms of the Debtors’ confirmed chapter 11 Plan (the “**Plan**”), the United States Bankruptcy Code (the “**Bankruptcy Code**”), the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), and in particular Bankruptcy Rule 9019, (e) the relief requested in the Motion is in the best interests of the Debtors’ estates, creditors, and other parties in interest; and (f) notice of the

Motion and opportunity for hearing on the Motion were appropriate under the circumstances and no other notice need be provided. Therefore, having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is hereby

**ORDERED THAT:**

1. The Motion is GRANTED to the extent set forth herein, the terms of the Settlement Agreement are approved, and the Trustee is authorized to enter into the Settlement Agreement on behalf of the Trust and the Debtors' bankruptcy estates.

2. The Allowed FLSA Claims, including, without limitation, the FLSA General Unsecured Claims and the FLSA Convenience Claims are deemed waived and satisfied in full in exchange for payments to be made by the Unsecured Creditors' Trust to an FLSA Claims Administrator (as defined in the Settlement Agreement) in lieu of any direct distributions to the holders of the FLSA Claims pursuant to the Plan.

3. The Trust and the Trustee are relieved of any responsibility for, or obligation to, withhold or remit payroll taxes (including, without limitation, any employer contribution or share) and/or to prepare, transmit, or file with taxing authorities (including, without limitation, the Internal Revenue Service (the "IRS")) tax forms or returns which might otherwise be required to the extent payments under the Settlement Agreement constitute wages paid to the FLSA Claimants, provided that compliance with any such obligations or requirements shall be the responsibility of the FLSA Claims Administrator (defined in the Settlement Agreement), who shall act as an agent of the FLSA Claimants.

4. As provided in the Settlement Agreement, the FLSA Claims Administrator shall have, among other things, sole responsibility for making any distributions to the FLSA Claimants on account of any Class 4 General Unsecured Claims and Class 5 Convenience Claims or otherwise, and the Trust and the Trustee shall have no liability or responsibility for distributions to the FLSA Claimants or for any acts or omissions of the FLSA Claims Administrator.

5. Without limiting in any respect this Court's approval of the other provisions of the Settlement Agreement, this Court specifically approves the Settlement Agreement's releases of and other protections for the Trust, the Trustee, and their past, present, and future employees, subsidiaries, principals, administrators, agents, representatives, employers, attorneys, consultants, predecessors, successors, and assigns (the "**Released Parties**"), including, without limitation, the releases set forth in paragraph 7. of the Settlement Agreement.

6. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order shall be deemed an admission as to the validity of any prepetition claim against a Debtor entity or its estate.

7. The terms and conditions of this Order will be immediately effective and enforceable upon its entry.

8. The Trustee is authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Objection.

9. This Court shall retain exclusive jurisdiction to resolve any dispute arising from or related to this Order or the Settlement Agreement.

**### END OF ORDER ###**

Prepared and Submitted by:

**GREENBERG TRAURIG, LLP**

*/s/ David B. Kurzweil*

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