

ENTERED

April 07, 2026

Nathan Ochsner, Clerk

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

In re: DRF LOGISTICS, LLC., Debtor.¹	§ § § § § § §	Chapter 11 Case No. 24-90447 (CML)
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**STIPULATION AND ORDER GRANTING
ELIZABETH GUERREO-TADEO AND ROCKY TADEO
LIMITED RELIEF FROM PLAN INJUNCTION**

Eric Kaup, in his capacity as the liquidating agent (the “**Liquidating Agent**”), on behalf of DRF Logistics, LLC (the “**Remaining Debtor**”), as debtor in the above-captioned chapter 11 case, and Elizabeth Guerrero-Tadeo and Rocky Tadeo (the “**Claimants**” and, together with the Liquidating Agent, the “**Parties**”), through their respective counsel, hereby stipulate and agree as follows:

RECITALS

WHEREAS, on August 8, 2024 (the “**Petition Date**”), the Remaining Debtor and its affiliate DRF, LLC (together, the “**Debtors**”)² each commenced with the Court a voluntary case under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”).

WHEREAS, on November 25, 2024, the Court entered the *Findings of Fact, Conclusions of Law, and Order Confirming Debtors’ Third Amended Joint Plan of Liquidation*

¹ The last four digits of DRF Logistics, LLC’s federal tax identification number are 6861. DRF Logistics, LLC’s mailing address is 3001 Summer Street, Stamford, CT 06926. The chapter 11 case of DRF Logistics, LLC’s affiliate DRF, LLC, Case No. 24-90446, was closed effective as of January 22, 2025. *See* Case No. 24-90446, Docket No. 13.

² “Debtors” means, as the context requires, the Debtors prior to or after the Effective Date, including, where applicable, the Wind Down Estates.

(Docket No. 530), confirming the *Debtors' Third Amended Joint Plan of Liquidation* (Docket No. 497) (the “**Plan**”).³

WHEREAS, the Claimants filed a personal injury lawsuit against DRF, LLC in the Superior Court of California, County of Los Angeles, Case No. 23PSCV03585 on November 16, 2023 (the “**Los Angeles Case**”).

WHEREAS, the Debtors are named insureds under an automobile liability policy issued by ACE American Insurance Company (the “**Insurance Company**”), numbered ISA H25572439, for the policy period from July 1, 2022 through July 1, 2023 (as renewed, amended, modified, endorsed or supplemented from time to time, the “**Insurance Policy**”).

WHEREAS, Section 11.5 of the Plan contains an injunction provision (the “**Plan Injunction**”), which currently prohibits the Claimants from continuing the Los Angeles Case.

WHEREAS, solely to allow the Claimants to recover (if at all) solely from proceeds (if any) of the Insurance Policy, the Parties have agreed upon the terms and conditions set forth in this stipulation and agreed order (the “**Stipulation & Agreed Order**”):

STIPULATION & AGREED ORDER

NOW, THEREFORE, based on the foregoing recitals, which are incorporated by reference as if set forth fully herein, and based upon the mutual agreements and covenants set forth in this Stipulation & Agreed Order, and for good and sufficient cause, the Parties hereby stipulate and agree as follows:

1. This Stipulation shall have no force or effect unless and until approved by the Court (the “**Agreement Effective Date**”).

³ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Plan.

2. Upon the Agreement Effective Date, the Plan Injunction shall be modified for the sole and limited purpose of allowing the Claimants to continue the Los Angeles Case to recover (if it all) solely from proceeds (if any) of the Insurance Policy. Except as expressly modified hereby, the Plan Injunction remains in full force and effect.

3. Other than pursuing the Los Angeles Case nominally against DRF, LLC, on the terms set forth herein, to recover (if at all) against proceeds (if any) of the Insurance Policy, the Claimants, on their own behalf and anyone by and through them, waive their right to seek satisfaction of, and are permanently enjoined from seeking payment of, any judgment, award, settlement, claim, distribution or any other payment amount resulting from or in connection with the Los Angeles Case or the underlying events giving rise to the Los Angeles Case from the Debtors, the Debtors' estates, or the Liquidating Agent.

4. For the avoidance of doubt, the Claimants acknowledge and agree that no judgment or award of any kind is enforceable against or recoverable from the assets of the Debtors, the Debtors' estates, the Wind Down Estates, or the Liquidating Agent. The Claimants shall take no action to enforce, collect, liquidate, or recover upon any judgment received in connection with the Los Angeles Case or the underlying events giving rise to the Los Angeles Case against the Debtors, the Debtors' estates, the Wind Down Estates, the Liquidating Agent, or the property of any of the foregoing. Neither the Debtors nor the Liquidating Agent shall be obligated to participate, including in any discovery or depositions, or otherwise expend any resources, financially or otherwise, in the Los Angeles Case.

5. The Parties jointly request that this Court approve the Stipulation & Agreed Order and its terms. The terms and conditions of the Stipulation & Agreed Order shall be immediately effective and enforceable upon the Agreement Effective Date.

6. This Stipulation may be executed in counterparts, each of which constitutes an original, and all of which, collectively constitute only one agreement. The signatures of each of the Parties need not appear on the same counterpart.

7. The undersigned who executes this Stipulation by or on behalf of each respective Party represents and warrants that he or she has been duly authorized and empowered to execute and deliver this Stipulation on behalf of such Party.

8. This Stipulation shall not be modified, altered, amended, or vacated without the written consent of all Parties hereto.

9. The Liquidating Agent is authorized to take all actions necessary or appropriate to carry out the relief granted in the Stipulation & Agreed Order.

10. This Court retains exclusive jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of the Stipulation & Agreed Order.

SO ORDERED

Signed: April 07, 2026



Christopher Lopez
United States Bankruptcy Judge

STIPULATED AND AGREED TO BY:

/s/ Clifford W. Carlson

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Certificate of Service

I hereby certify that on April 7, 2026, a true and correct copy of the foregoing document was served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ Clifford W. Carlson

Clifford W. Carlson