

ENTERED

April 02, 2025

Nathan Ochsner, Clerk

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

In re:

Kal Freight Inc., *et al.*,Debtors.¹

Chapter 11

Case No. 24-90614 (CML)

(Jointly Administered)

**ORDER (I) AUTHORIZING THE SALE OF CERTAIN
MOTOR VEHICLES AND (II) GRANTING RELATED RELIEF**

(Related Docket No. 842)

Upon the Motion (the “Motion”)² pursuant to sections 105(a) and 363 of the Bankruptcy Code, Bankruptcy Rules 2002 and 6004, and the Court finding that: (i) this Court has jurisdiction over this matter pursuant to 28 U.S.C. §1334; (ii) venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409; (iii) this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); (iv) due and sufficient notice of the Motion has been given; (v) Seller exercised sound business judgment in negotiating and consummating the sale of the Vehicles to Purchaser; and (vi) it appearing that the relief requested in the Motion is necessary and in the best interests of the Debtors’ estates and creditors; and good and sufficient cause appearing therefor,

THE COURT FINDS THAT:

A. The sale of the Debtors’ right, title, and interest in the Vehicles to the Purchaser’s an on “as is/where is” basis and with no representations or warranties was negotiated and entered

¹ The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor’s federal tax identification numbers, are: KAL Freight Inc. (0249); KAL Aviation LLC (2600); KAL Partz Inc. (0139); KAL Trailers & Leasing Inc. (0840); and KVL Tires Inc. (0320). The location of the Debtors’ service address in these Chapter 11 cases is 10156 Live Oak Ave., Fontana, CA 92335.

² All terms not otherwise defined herein shall be given the meanings ascribed to them in the Motion.

into by Seller and Purchaser without collusion or fraud, in good faith, and from arm's length bargaining positions.

B. None of Seller, any other Debtor, or Purchaser entered into an agreement to control the sale price for the Vehicles.

C. Purchaser is purchasing the Vehicles in good faith and proceeded in good faith in connection with all aspects of the sale of the Vehicles.

D. The Debtors have demonstrated a sufficient basis and compelling circumstances for Seller to sale the Vehicles to Purchaser on an "as is/where is" basis and with no representations or warranties, subject to any liens and defects in title (if any). Such actions are, and will be, an appropriate exercise of the Debtors' business judgment and in the best interest of the Debtors, their estates, and creditors.

E. The consideration provided by Purchaser in exchange for the Vehicles of \$660,000 (i) is fair and adequate, (ii) is the highest or otherwise best offer for the Vehicles, (iii) will provide a greater, ultimate recovery for the estate than would be provided by any other available alternative, and (iv) constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and the laws of the United States, any state, territory, possession, or the District of Columbia.

F. The sale of the Vehicles is not for the purpose of hindering, delaying, or defrauding creditors under the Bankruptcy Code or under the laws of the United States, any state, territory, possession, or the District of Columbia. Neither Seller nor Purchaser is fraudulently entering into the purchase and sale of the Vehicles nor any transaction contemplated thereby.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED THAT:

1. The Motion is **GRANTED** as set forth herein.

2. Seller is authorized to take such actions as Seller reasonably believes necessary to consummate the sale of any of its existing right, title, and interest in the Vehicles to Purchaser on an “as is/where is” basis and with no representations or warranties and to transfer all of Seller’s rights, title, and interest in the Vehicles to Purchaser for \$660,000 (the “Sale”). The Vehicles will be transferred to Purchaser subject to any liens and defects of title (if any), and Purchaser will have no recourse against Seller if any such liens or defects exist.

3. Pursuant to section 363(b) of the Bankruptcy Code, Seller is authorized to perform any actions it believes reasonably necessary to consummate the Sale and to sell the Vehicles to Purchaser.

4. The terms and provisions of this Order shall be binding in all respects upon all parties in this Case and all successors and assigns thereof.

5. Notwithstanding the possible applicability of Bankruptcy Rule 6004(h), this Order shall be immediately effective and enforceable upon its entry.

6. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

7. Nothing in this Order or the Purchase Agreement releases, nullifies, precludes, or enjoins the enforcement of any police or regulatory liability to a governmental unit that any entity would be subject to as the post-sale owner, lessee, or operator of property after the date of entry of this Order. Nothing in this Order or the Purchase Agreement authorizes the transfer or assignment of any governmental (a) license, (b) permit, (c) registration, (d) authorization, (e) certification, or (f) approval, or the discontinuation of any obligation thereunder, without compliance with all applicable legal requirements and approvals under police or regulatory law.

Nothing in this Order divests any tribunal of any jurisdiction it may have under police or regulatory law to interpret this Order or to adjudicate any defense asserted under this Order.

8. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Signed: April 02, 2025



Christopher Lopez
United States Bankruptcy Judge

EXHIBIT A***(The Vehicles)***

Ref. No.	VIN No.	Year	Make	Model	Allocated Portion of Sale Price
1	1GCESBFE0C8126413	2012	Chevrolet	Colorado	\$7,602.86
2	1GC0CVCG3DF102814	2013	Chevrolet	Silverado	\$3,902.86
3	1GC0CUEG6GZ232192	2016	Chevrolet	Silverado	\$6,102.86
4	1GCHSBEN0L1249166	2020	Chevrolet	Colorado	\$10,602.86
5	1GC0WLE76MF267684	2021	Chevrolet	Silverado	\$30,602.86
6	1GC5WLE76MF261079	2021	Chevrolet	Silverado	\$17,602.86
7	1GC5WLE7XMF260694	2021	Chevrolet	Silverado	\$23,602.86
8	1GC0WLE75MF267580	2021	Chevrolet	Silverado	\$27,602.86
9	1GC5WLE79NF271445	2022	Chevrolet	Silverado HD	\$29,602.86
10	1GC4WLE74NF288424	2022	Chevrolet	Silverado HD	\$26,602.86
11	1GC5WLE78NF271260	2022	Chevrolet	Silverado HD	\$27,602.86
12	1GC5WLE78NF271503	2022	Chevrolet	Silverado HD	\$25,602.86
13	1GC5WLE72NF271481	2022	Chevrolet	Silverado HD	\$21,602.86
14	1GC5WLE72NF271450	2022	Chevrolet	Silverado HD	\$26,602.86
15	1GCGSBEN5N1311269	2022	Chevrolet	Colorado	\$13,602.86
16	1GC5WLE74NF271191	2022	Chevrolet	Silverado HD	\$23,602.86
17	1GC5WLE71NF271360	2022	Chevrolet	Silverado HD	\$32,602.86
18	1GC5WLE72NF271397	2022	Chevrolet	Silverado HD	\$30,602.86
19	1GC5WLE70NF271298	2022	Chevrolet	Silverado HD	\$26,602.86
20	1FTYR10D38PA63811	2008	Ford	Ranger	\$4,602.86
21	1FTMF1CM2CFA61646	2012	Ford	F-150	\$5,402.86
22	1FTBF2A62EEA16491	2014	Ford	F-250	\$13,602.86
23	1FTBF2A67FEB54531	2015	Ford	F-250	\$10,602.86
24	1FTER4FH0LLA24530	2020	Ford	Ranger	\$17,202.86
25	1FTEW1CP7LKF27223	2020	Ford	F-150	\$21,602.86
26	1FTEW1CP1MFA78888	2021	Ford	F-150	\$19,002.86
27	1FTMF1CB5MKD48244	2021	Ford	F-150	\$17,602.86
28	1FTEW1CP5MFC27948	2021	Ford	F-150	\$23,602.86
29	1FTEW1CP7MFA93105	2021	Ford	F-150	\$25,602.86
30	1C6RREFGXMN807432	2021	Ford	1500	\$25,002.86
31	WDPPF4DC9F9596585	2015	Freightliner	Sprinter	\$19,602.86
32	3HAMMMML3GL738479	2016	Freightliner	MA025	\$12,602.86
33	1GT01ZCG2DF119732	2013	GMC	Sierra	\$5,502.86
34	1GBJG31U051147184	2005	Chevrolet	Express	\$8,602.86
35	3ALACXDT7EDFN7924	2014	Freightliner	M2	\$17,602.86