UNITED STATES BANKRUPTCY COURT FOR THE MIDDLE DISTRICT OF FLORIDA, ORLANDO DIVISION

In re Bravo Brio Restaurants, LLC, et al.

In re Bravo Brio Restaurants · No. 6:25-bk-05224-LVV · Decided March 31, 2026

SUMMARY

The United States Bankruptcy Court for the Middle District of Florida estimates inKind's claims at $0 and sustains the debtors' objection to those claims. The court concludes that, under the parties' Delaware-law Credit Purchase Agreement, Bravo Brio's liability was limited to credit purchased from Bravo Brio and that more than that amount had already been redeemed. The court also rejects inKind's objections concerning service and adequacy of the disclosure statement and confirms the debtors' joint plan of reorganization.

CASE DETAILS

COURT	United States Bankruptcy Court for the Middle District of Florida, Orlando Division
WRITING FOR THE COURT	Lori V. Vaughan
JURISDICTION	United States Bankruptcy Court for the Middle District of Florida, Orlando Division
DECIDED	March 31, 2026
DOCKET	6:25-bk-05224-LVV
DISPOSITION	approved
PROCEDURAL POSTURE	Chapter 11 debtors sought approval of their disclosure statement and confirmation of their joint plan of reorganization. Creditors inKind objected to claim estimation, disclosure-statement approval, ballot tabulation, and plan confirmation.
STANDARD OF REVIEW	Claim estimation is reviewed for abuse of discretion. The plan proponent bears the burden of proving the applicable confirmation requirements by a preponderance of the evidence.
PRECEDENTIAL VALUE	Unpublished bankruptcy court memorandum opinion; precedential status not stated in the source.

TOPICS

chapter 11 · reorganization · proof of claim · contract interpretation · bankruptcy disclosure requirements

PRACTICE AREAS

bankruptcy · reorganization · commercial litigation · contracts

QUESTIONS PRESENTED

1. How should inKind's unliquidated claims be estimated under 11 U.S.C. § 502(c) and Federal Rule of Bankruptcy Procedure 3018?
2. Under the Credit Purchase Agreement, did BBR owe damages for unredeemed credit sold by sister merchants, and did inKind have an enforceable claim against the debtors?
3. Did inKind's claims and any asserted liens require treatment as secured or unsecured claims under the plan?
4. Did the debtors provide adequate notice and adequate information for approval of the disclosure statement?
5. Did the debtors satisfy the applicable requirements of 11 U.S.C. § 1129 for confirmation of the chapter 11 plan?

HOLDINGS

1. The court may estimate an unliquidated or contingent claim under section 502(c) when liquidation would unduly delay administration, and may temporarily allow a disputed claim under Rule 3018 for voting purposes. Applying those provisions, inKind's claims were estimated at $0 for all purposes.
2. Under Delaware contract law, the agreement made BBR responsible for damages based on unredeemed credit actually purchased from BBR, not credit purchased from the sister merchants.
3. The disclosure statement satisfied the adequate-information requirement, and any failure to send inKind the statement by first-class mail was harmless because inKind's counsel received it electronically before solicitation and inKind had a meaningful opportunity to object.
4. The debtors satisfied the applicable requirements of 11 U.S.C. § 1129, including compliance with the Code, good faith, the best-interests test, acceptance by an impaired class, and feasibility; the plan was therefore confirmed.

KEY QUOTATIONS

> *"The Court concludes the parties intended that upon default, BBR would only be responsible for damages based on the unredeemed credit it sold to inKind and not that of their Sister Merchants."* (Discussion, Estimation of inKind's Claim)

> *"Accordingly, the Court will enter a separate order approving the Disclosure Statement and confirming the Plan."* (Conclusion)

FACTUAL BACKGROUND

Bravo Brio Restaurant LLC acquired restaurant assets through a section 363 sale and operated restaurants through itself and subsidiary entities. In 2023, BBR entered into a Credit Purchase Agreement with inKind under which inKind paid $3.5 million for $7 million in restaurant credit, including a later amendment. The agreement required BBR to honor credit sold by certain sister merchants, but more than $7 million in credit had already been redeemed at the debtors' restaurants. After the debtors rejected the agreement in bankruptcy, inKind filed claims totaling approximately $11.9 million and asserted a security interest in the debtors' assets.

PROCEDURAL HISTORY

The debtors filed voluntary chapter 11 petitions on August 25, 2025, and the cases were jointly administered. The court previously authorized rejection of the inKind Credit Purchase Agreement. inKind then filed proofs of claim and sought estimation, while also objecting to the disclosure statement and plan. After a January 27, 2026 trial, the court estimated inKind's claims at zero, sustained the debtors' claim objection, approved the disclosure statement, overruled inKind's objections, and confirmed the plan.

DISPOSITION

approved

CASES CITED

- In re Trigeant Holdings Ltd., 2015 WL 1514175 (Bankr. S.D. Fla. Mar. 27, 2015)
- In re Trident Shipworks, Inc., 247 B.R. 513, 514 (Bankr. M.D. Fla. 2000)
- Matter of Continental Airlines, 981 F.2d 1450, 1461 (5th Cir. 1993)
- Bittner v. Borne Chemical Co., Inc., 691 F.2d 134, 135-36 (3d Cir. 1982)
- Sunline Commercial Carriers, Inc. v. CITGO Petroleum Corporation, 206 A.3d 836, 846 (Del. 2019)
- Osborn ex rel. Osborn v. Kemp, 991 A.2d 1153, 1159-60 (Del. 2010)
- DCV Holdings, Inc. v. ConAgra, Inc., 889 A.2d 954, 961 (Del. 2005)
- In re M. Davis Mgmt., Inc., 2011 WL 3585821 (Bankr. M.D. Fla. July 19, 2011)
- In re Surfside Resort and Suites, Inc., 344 B.R. 179, 187 (Bankr. M.D. Fla. 2006)
- United Student Aid Funds, Inc. v. Espinosa, 559 U.S. 260, 272 (2010)
- Mullane v. Central Hanover Bank & Trust Co., 339 U.S. 306, 314 (1950)
- In re Le Centre on Fourth, LLC, 17 F.4th 1326, 1336 (11th Cir. 2021)
- In re Berry & Berry Wings, LLC, 2014 WL 6705779 (Bankr. M.D. Fla. Nov. 26, 2014)
- In re Ocala Inn Mgmt., Inc., 2013 WL 12461131 (Bankr. M.D. Fla. May 15, 2013)
- In re Keisler, 2009 WL 1851413 (Bankr. E.D. Tenn. June 29, 2009)
- In re Walden Palms Condominium Association, Inc., 625 B.R. 543, 548-49 (Bankr. M.D. Fla. 2020)
- In re McCormick, 49 F.3d 1524, 1526 (11th Cir. 1995)
- In re JRV Industries, Inc., 344 B.R. 679, 684 (Bankr. M.D. Fla. 2006)
- In re Proud Mary Marina Corp., 338 B.R. 114, 126 (Bankr. M.D. Fla. 2006)
- In re Bravo Enterprises USA, LLC, 331 B.R. 459, 474 (Bankr. M.D. Fla. 2005)
- In re D & G Invs. of W. Florida, Inc., 342 B.R. 882, 885 (Bankr. M.D. Fla. 2006)
- In re Gelin, 437 B.R. 435, 438 n.9 (Bankr. M.D. Fla. 2010)

- Matter of Transwest Resort Properties, Inc., 881 F.3d 724 (9th Cir. 2018)
- In re Charter Communications, 419 B.R. 221, 266 (Bankr. S.D.N.Y. 2009)
- In re NESV Ice, LLC, 661 B.R. 427, 445-46 (Bankr. D. Mass. 2024)
- In re Tribune Co., 464 B.R. 126, 180 (Bankr. D. Del. 2011)
- In re Consolidated Land Holdings, LLC, 2021 WL 3701799 (Bankr. M.D. Fla. Aug. 20, 2021)
- In re Nilhan Developers, LLC, 2022 WL 3275175 (11th Cir. Aug. 8, 2022)

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