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Richard J. Land*
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Don E. Wineberg*

Andrew W. Sbordone*
Zachary H. Valentine*

Bruce R. Ruttenberg, *retired*

March 24, 2020

* Also admitted in Massachusetts
† Also admitted in Connecticut
‡ Also admitted in New York
** Also admitted in Washington, D.C.

TO CREDITORS AND OTHER PARTIES IN INTEREST:

Re: Stellanna, LLC, dba Goal Foods

On March 11, 2020, the Rhode Island Superior Court entered an Order appointing the undersigned Receiver of the assets of Stellanna, LLC, dba Goal Foods (“Defendant”).

A Receivership is a State Court insolvency proceeding. The Receiver is an Officer of the Court, appointed to represent the interests of all creditors and parties in interest. Our office does not and has not represented Defendant or its principals. The Receiver has been appointed as a neutral, impartial Receiver, for the purpose of stabilizing the financial affairs of Defendant, continuing the business operations of Defendant, and, subject to Court approval, after notice to all creditors, seeking to market and sell the business and assets of Defendant for the highest value, in order to maximize recovery for creditors. Pursuant to an Order entered by the Court on March 13, 2020, the Receiver has been authorized to continue business operations under a management agreement with The Margot Group, LLC.

In connection with the Receivership, as set forth in Paragraph 1 of the enclosed Notice, all creditors are enjoined and stayed from taking any action to enforce their claims against Defendant and/or its assets.

No claims will be approved and no distribution to creditors will take place without notice to all creditors and other parties in interest who file a Proof of Claim with the Receiver, after a Hearing thereon before the Rhode Island Superior Court.


In order that your interests be protected and that you make sure that you receive notice of all appropriate court filings in connection with this case, please visit www.crflp.com and navigate to the current cases section. Once there, select the appropriate company and click on the bottom to file a Proof of Claim. If you have questions about this process, please contact Joyce Gauthier for assistance.

C R & F

As indicated in the enclosed Notice, the Rhode Island Superior Court has scheduled a Hearing on continuation of the undersigned as Permanent Receiver, for 9:30 a.m. on April 13, 2020.

If you have any questions regarding any aspect of the foregoing, please feel free to contact the undersigned counsel to the Receiver.

Very truly yours,

A handwritten signature in black ink that reads "Andrew W. Sbordone" followed by a stylized flourish.

Andrew W. Sbordone, Counsel to Richard J. Land,
Receiver of Stellanna, LLC, dba Goal Foods

Enclosure

STATE OF RHODE ISLAND
PROVIDENCE, SC.

SUPERIOR COURT

Garrett L. Lockhart,
Petitioner

vs.

PC 2020-2245

Stellanna, LLC
Respondent

AMENDED RECEIVERSHIP NOTICE

Take Notice that on March 11, 2020, the Providence County Superior Court in the above-captioned matter appointed Richard J. Land, Esq., as Temporary Receiver of Defendant, and required a Surety Bond in the amount of \$10,000.00. Said Order, a copy of which may be obtained from the Receiver or the Court, is incorporated herein by reference as if fully set forth, and includes the following provisions:

1. An injunction against the commencement, prosecution, or continuance of the prosecution, of any action, suit, arbitration proceeding, hearing, or any foreclosure, reclamation or repossession proceeding, both judicial and non-judicial, or any other proceeding of any kind or nature whatsoever, whether in law, or in equity, or the taking or attempting to take into possession any property in the possession of the Defendant, or otherwise interfering with the Receiver's right to possession thereof, including the cancellation of any contract, lease or other contract of the Defendant, without the prior approval of the Court.

2. The foregoing paragraph does not stay the exercise of rights of a party to a swap agreement, securities contract, repurchase agreement, commodity contract, forward contract or master netting agreement, as those terms are defined in the federal Bankruptcy Code, to the extent that a court would not have the power to stay the exercise if Defendant were a debtor under the United States Bankruptcy Code.

3. A hearing will be held in the Superior Court sitting at 250 Benefit Street, Providence, Rhode Island on the 13th day of April, 2020, at 9:30 a.m. at which time and place the matter will come before the Court on the prayer for the Appointment of a Permanent Receiver.

ENTER:

BY ORDER:


Brian P. Stern
Associate Justice

Associate Justice
Dated: March 17, 2020

/s/ Carin Miley
Deputy Clerk I

Clerk, Superior Court
Dated: March 17, 2020

Filed in PSC Court

Date March 17, 2020

Carin Miley Deputy I Clerk