

**IN THE UNITED STATES BANKRUPTCY COURT
DISTRICT OF KANSAS AT KANSAS CITY**

In re: JOHN Q. HAMMONS FALL 2006, LLC, <i>et al.</i> , ¹ Debtors.	§ § § § § § § § §	Case No. 16-21142-11 (Chapter 11) (Jointly Administered)
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CERTIFICATE OF SERVICE RE:

Docket No. 843 MOTION FOR APPROVAL OF INTENDED COMPROMISE WITH THE UNITED STATES DEPARTMENT OF LABOR OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS PURSUANT TO FED. R. BANKR. P. 9019 [copy attached hereto as Exhibit 1]

Docket No. 844 NOTICE OF OBJECTION DEADLINE AND OPPORTUNITY FOR A NON-EVIDENTIARY HEARING [Re: Docket No. 843] [copy attached hereto as Exhibit 2]

¹ The Debtors in this case are: ACLOST, LLC, Bricktown Residence Catering Co., Inc., Chateau Catering Co., Inc., Chateau Lake, LLC, Civic Center Redevelopment Corp., Concord Golf Catering Co., Inc., Concord Hotel Catering Co., Inc., East Peoria Catering Co., Inc., Fort Smith Catering Co., Inc., Franklin/Crescent Catering Co., Inc., Glendale Coyotes Catering Co., Inc., Glendale Coyotes Hotel Catering Co., Inc., Hammons, Inc., Hammons of Colorado, LLC, Hammons of Franklin, LLC, Hammons of Huntsville, LLC, Hammons of Lincoln, LLC, Hammons of New Mexico, LLC, Hammons of Oklahoma City, LLC, Hammons of Richardson, LLC, Hammons of Rogers, Inc., Hammons of Sioux Falls, LLC, Hammons of South Carolina, LLC, Hammons of Tulsa, LLC, Hampton Catering Co., Inc., Hot Springs Catering Co., Inc., Huntsville Catering, LLC, International Catering Co., Inc., John Q. Hammons 2015 Loan Holdings, LLC, John Q. Hammons Fall 2006, LLC, John Q. Hammons Hotels Development, LLC, John Q. Hammons Hotels Management I Corporation, John Q. Hammons Hotels Management II, LP, John Q. Hammons Hotels Management, LLC, Joplin Residence Catering Co., Inc., JQH – Allen Development, LLC, JQH – Concord Development, LLC, JQH – East Peoria Development, LLC, JQH - Ft. Smith Development, LLC, JQH – Glendale AZ Development, LLC, JQH - Kansas City Development, LLC, JQH - La Vista Conference Center Development, LLC, JQH - La Vista CY Development, LLC, JQH - La Vista III Development, LLC, JQH - Lake of the Ozarks Development, LLC, JQH – Murfreesboro Development, LLC, JQH – Normal Development, LLC, JQH – Norman Development, LLC, JQH – Oklahoma City Bricktown Development, LLC, JQH – Olathe Development, LLC, JQH – Pleasant Grove Development, LLC, JQH – Rogers Convention Center Development, LLC, JQH – San Marcos Development, LLC, Junction City Catering Co., Inc., KC Residence Catering Co., Inc., La Vista CY Catering Co., Inc., La Vista ES Catering Co., Inc., Lincoln P Street Catering Co., Inc., Loveland Catering Co., Inc., Manzano Catering Co., Inc., Murfreesboro Catering Co., Inc., Normal Catering Co., Inc., OKC Courtyard Catering Co., Inc., R-2 Operating Co., Inc., Revocable Trust of John Q. Hammons Dated December 28, 1989 as Amended and Restated, Richardson Hammons, LP, Rogers ES Catering Co., Inc., SGF – Courtyard Catering Co., Inc., Sioux Falls Convention/Arena Catering Co., Inc., St Charles Catering Co., Inc., Tulsa/169 Catering Co., Inc., and U.P. Catering Co., Inc.; City Centre Hotel Corporation; Hammons of Arkansas, LLC; Hammons of Frisco, LLC; John Q. Hammons Center, LLC

Docket No. 845 DEBTORS' SECOND MOTION TO EXTEND EXCLUSIVE PERIODS TO FILE AND SOLICIT ACCEPTANCE OF A PLAN PURSUANT TO 11 U.S.C. § 1121(d) [copy attached hereto as Exhibit 3]

Docket No. 846 NOTICE OF OBJECTION DEADLINE AND OPPORTUNITY FOR A NON-EVIDENTIARY HEARING [Re: Docket No. 845] [copy attached hereto as Exhibit 4]

I, James H. Myers, state as follows:

1. I am over eighteen years of age and I believe the statements contained herein are true based on my personal knowledge. My business address is c/o BMC Group, Inc., 3732 West 120th Street, Hawthorne, California 90250.

2. On January 30, 2017, at the direction of Stinson Leonard Street LLP, counsel for the debtors, the above referenced documents were served on the parties listed in Exhibits A and B via the modes of service indicated thereon:

Exhibit A The Master Service List Parties Address List regarding Docket Nos. 843 through 846

Exhibit B The Affected Parties Address List regarding Docket Nos. 843 and 844

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on the 31st day of January 2017 at Hawthorne, California.



James H. Myers

EXHIBIT 1

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF KANSAS AT KANSAS CITY**

In re:)
)
JOHN Q. HAMMONS FALL 2006, LLC, et al.,) **Case No. 16-21142**
)
Debtors.)
)

MOTION FOR APPROVAL OF INTENDED COMPROMISE WITH THE UNITED STATES DEPARTMENT OF LABOR OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS PURSUANT TO FED. R. BANKR. P. 9019

NOW COME John Q. Hammons Hotels Management, LLC ("JQHMM"), one of the above-captioned debtors (collectively, the "Debtors"), and hereby requests the entry of an order, pursuant to Rule 9019 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), approving a settlement and compromise between JQHMM and the United States Department of Labor Office of Federal Contract Compliance Programs (the "OFFCP"). In support of this motion, JQHMM represents as follows:

BACKGROUND

1. On June 26, 2016 and July 5, 2016, the Debtors commenced chapter 11 bankruptcy cases by filing their bankruptcy petitions in this Court. For purposes of this Motion, all the Debtors shall refer to June 26, 2016 as the "Commencement Date."

2. Since the Commencement Date, the Debtors have continued in possession of their property and control of their operations pursuant to Sections 1107 and 1108 of the Bankruptcy Code.

3. The Court has jurisdiction of this motion. 28 U.S.C. § 1334(b). This is a core proceeding in that this motion affects the administration of these bankruptcy estates. 28 U.S.C. §§ 157(b)(1) & (2)(A). Venue is proper in this Court. 28 U.S.C. § 1409(a).

4. Prior to the Commencement Date, JQHMM managed a World Golf Village Resort

Hotel located in St. Augustine, Florida (the "World Golf Hotel"). At all relevant times, Atrium Hospitality, LP ("Atrium") owned the World Golf Hotel.

5. JQHBM terminated its management of the World Golf Hotel in October 2015.

6. On September 29, 2015, the OFFCP sent a Notice of Violation to JQHBM and Atrium, alleging violations of certain executive orders and regulations related to the World Golf Hotel's hiring practices.

7. JQHBM has denied these allegations; however, in an effort to avoid litigation and/or other further action from the OFFCP, JQHBM entered into settlement discussions with the OFFCP shortly after September 29, 2015.

8. As a result of those discussions, on January 27, 2017, JQHBM entered into a Conciliation Agreement with the OFFCP (the "Settlement Agreement"). A true and correct copy of the Settlement Agreement is attached hereto as Exhibit A.¹

9. The Settlement Agreement contains the following material terms:²

a. The OFFCP agrees not to bring any administrative or judicial proceeding against JQHBM and Atrium;

b. JQHBM and Atrium agree not to engage in any discriminatory hiring practices with respect to positions at the World Golf Hotel;

c. JQHBM and Atrium must notify approximately 75 class members of the potential settlement and give each member 60 days to opt in to the settlement;

d. Atrium – not JQHBM – will pay \$47,000.00, which will be distributed in

¹ Two of the attachments to the Settlement Agreement have been redacted to remove the names of the individuals the OFFCP alleges were subject to discriminatory hiring practices. The purpose of the redactions is to protect the privacy of those individuals.

² This summary of the Settlement Agreement is for information and convenience purposes. To the extent there are any differences between the summary set forth in this Motion and the specific terms of the Settlement Agreement, the Settlement Agreement shall control.

equal shares to participating class members;

e. As positions become available at the World Golf Hotel, Atrium will use its best efforts to offer positions to the affected class members; and

f. Atrium will provide periodic reports to the OFFCP on its progress in complying with the Settlement Agreement.

RELIEF REQUESTED

10. JQHHM requests that the Court approve the compromise set forth above in accordance with Fed. R. Bankr. P. 9019, which provides in relevant part:

On motion by the trustee and after notice and a hearing, the court may approve a compromise or settlement. Notice shall be given to creditors, the United States trustee, the debtor, and indenture trustees as provided in Rule 2002 and to any other entity as the court may direct.

11. Fed. R. Bankr P. 9019 vests the Bankruptcy Court with broad authority to approve or disapprove all compromises and settlements affecting the bankruptcy estate.

12. A bankruptcy court's decision to approve a settlement must be an informed one based upon objective evaluation of developed facts. *Reiss v. Hagmann*, 881 F.2d. 890 (10th Cir. 1989). In reviewing a proposed settlement, the bankruptcy court considers the likelihood of success and the expected delay caused by the litigation. *Id.* Compromises are favored in bankruptcy. *In re Southern Medical Arts Cos., Inc.*, 343 B.R. 250, 256 (B.A.P. 10th Cir. 2006). In *Southern Medical Arts*, the 10th Circuit BAP established the following four-prong test for evaluating compromises: "(1) the chance of success on the litigation on the merits; (2) possible problems in collecting the judgment; (3) the expense and complexity of the litigation; and (4) the interest of the creditors." *Id.*; see also *In re Kopexa Realty Venture Co.*, 213 B.R. 1020 (B.A.P. 10th Cir. 1997).

13. "The purpose behind compromises is to allow the trustee and the creditors to avoid

the expenses and burdens associated with litigating sharply contested and dubious claims." *Southern Medical Arts*, 343 B.R. at 255. The decision of whether to approve a proposed settlement is within the sound discretion of the Bankruptcy Court. *In re Flight Transportation Corporation Securities Litigation*, 730 F.2d 1128, 1136 (8th Cir. 1984); *In re Revelle*, 259 B.R. 905 (Bankr. W.D. Mo. 2001).

14. In determining whether to approve a proposed settlement, the Court does not substitute its judgment for that of the debtor, but instead should canvas the issues to determine that the settlement does not fall below the lowest point in the range of reasonableness. *In re Apex Oil Co.*, 92 B.R. 847, 866 (Bankr. E.D. Mo. 1988). The standard for approval of a compromise is whether the proposed compromise is "fair and equitable" and in the best interests of the estate. *Id.* The debtor's judgment in recommending a settlement should not be substituted as long as the settlement is reasonable. *Id.*; *see also In re Texas Extrusion Corp.*, 836 F.2d 217 (5th Cir. 1988).

15. JQHMM believes that the settlement set forth above is fair and equitable, in the best interest of creditors and the bankruptcy estate, and is an appropriate exercise of JQHMM's business judgment, after due consideration of alternative courses of action. The proposed compromise resolves substantial issues among the parties and avoids the risks and costs inherent in litigation. Most importantly, the Settlement Agreement resolves what could be substantial claims against the Debtors' estates without requiring payment by JQHMM.

WHEREFORE, JQHMM requests that, pursuant Bankruptcy Rule 9019, the Court enter an order (a) approving the proposed Settlement Agreement between JQHMM and the OFFCP; and (b) granting such other and further relief as is just and proper.

STINSON LEONARD STREET LLP

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COUNSEL FOR THE DEBTORS

CONCILIATION AGREEMENT

Between

THE U. S. DEPARTMENT OF LABOR

OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS

and

JOHN Q. HAMMONS HOTELS Management, LLC.

PART I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs (“OFCCP”) evaluated the facility of World Golf Village Resort Hotel (“World Golf”) located at 500 S. Legacy Tr., St. Augustine, FL 32092 and found that World Golf was not in compliance with the Executive Order 11246, as amended (“E.O. 11246”) and its implementing regulations at 41 C.F.R. Sections 60-1, 60-2, 60-3. OFCCP notified World Golf of the specific violations found and the corrective actions required in a Notice of Violation issued on September 29, 2015. In the interest of resolving the violations without engaging in further legal proceedings and in exchange for the good and valuable consideration described in this document, OFCCP and John Q. Hammons Hotels Management, LLC (“JQH”), the employer of the employees at World Golf at the time of the evaluation, enter this contract (“Conciliation Agreement” or “Agreement”) and agree to all the terms stated below. In addition, Atrium Hospitality LP (“Atrium”), the current owner and operator of World Golf, enters into those parts, and only those parts, of this contract which specifically refer to it.

PART II. GENERAL TERMS AND CONDITIONS

1. In exchange for JQH’s and Atrium’s fulfillment of all obligations in Parts III and IV of the Agreement, OFCCP agrees not to institute administrative or judicial enforcement proceedings under E.O. 11246 based on the violations described in more detail in Part III below. However, OFCCP has the right to initiate legal proceedings to enforce the Agreement itself or to correct and obtain relief for the violations described in Part III if JQH or Atrium violate this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. JQH and Atrium agree that OFCCP may review its compliance with this Agreement. As part of such review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. JQH and Atrium will permit access to its

premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.

3. JQH and Atrium understand that nothing in this Agreement relieves them of their obligation to fully comply with the requirements of E.O. 11246, Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 (“Section 503”), the Vietnam Era Veterans’ Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (“VEVRAA”), their implementing regulations, and other applicable equal employment laws.
4. JQH and Atrium will not harass, intimidate, threaten, discriminate, or otherwise retaliate against any individual because the individual: benefits from this Agreement, files a complaint or participates in any investigation or proceeding under E.O. 11246, Section 503, and/or VEVRAA, or engages in any activity listed at 41 C.F.R. § 60-1.32(a).
5. The parties understand the terms of this Agreement and enter into it voluntarily.
6. This document and its attachments contain the complete and final understanding of the parties with respect to the matters referenced herein. This Agreement contains all terms by which the parties are bound and it supersedes all prior written or oral negotiations and agreements. There will be no modifications or amendments to this Agreement unless they are in writing, signed by all parties.
7. If one or more provisions of this Agreement are rendered unlawful or unenforceable, the remaining provisions will remain in full force and effect.
8. This Agreement becomes effective on the day it is signed by the Regional Director of OFCCP’s Southeast Region (the “Effective Date”) unless the Director of OFCCP indicates otherwise within 30 calendar days of the date the Regional Director signs the Agreement.
9. This Agreement will expire 60 calendar days after Atrium submits the final progress report required in Part IV (D), below, unless OFCCP notifies JQH and Atrium in writing prior to the expiration date that JQH and Atrium has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date that OFCCP determines JQH and Atrium have met all of their obligations under the Agreement.
10. If JQH or Atrium violates this Conciliation Agreement,
 - a. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:
 - i. If OFCCP believes that JQH or Atrium violated any term of the Agreement while it was in effect, OFCCP will send JQH or Atrium a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. JQH or Atrium will have 15 calendar days from receipt of such notice to demonstrate in writing that it has not violated the Conciliation Agreement,

unless such a delay would result in irreparable injury to the employment rights of affected employees or applicants.

- iii. If JQH or Atrium is unable to demonstrate that it has not violated the Agreement, or if OFCCP alleges irreparable injury, enforcement proceedings may be initiated immediately without issuing a show cause notice or proceeding through any other requirement.
 - iv. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
- b. JQH or Atrium may be subject to the sanctions set forth in Section 209 of the Executive Order, and/or other appropriate relief for violation of this Agreement.
- A. This Agreement does not constitute an admission by JQH or Atrium of any violation of E.O. 11246, Section 503, VEVRAA, or other laws, nor has there been an adjudicated finding that JQH violated any laws.
- B. Each party shall bear its own fees and expenses with respect to this matter.
- C. This Agreement is limited to the facts of this case. Neither this Agreement, nor any part of the negotiations that occurred in connection with the creation of this settlement, will constitute evidence with respect to any OFCCP policy, practice or position in any lawsuit, legal proceeding, administrative proceeding, compliance evaluation or audit, except for legal or administrative proceedings concerning the enforcement or interpretation of this Agreement.

PART III. SPECIFIC VIOLATIONS AND REMEDIES

Sex Discrimination in Hiring:

During the period January 1, 2013 through December 31, 2013, World Golf discriminated against female applicants on the basis of their gender in hiring for the Banquet Set Up and Housekeeping Utility positions. Specifically, World Golf's selection procedures resulted in a statistically significant disparity in the rates at which female applicants were hired into the Banquet Set Up and Housekeeping Utility positions as compared to male applicants for those positions.

OFCCP's analysis of the applicant and hire data revealed that World Golf's selection procedures had an adverse impact on the hiring of female applicants for the Banquet Set Up and Housekeeping Utility positions. Of the 42 qualified female applicants for Banquet Set Up, 0 (0%) were hired; whereas of the 30 male applicants, 7 (23%) were hired. This resulted in a hiring shortfall of 3 females and a disparity that was statistically significant at 2.91 standard deviations. Of the 33 qualified female applicants for Housekeeping Utility, 0 (0%) were hired; whereas of the 32 male applicants, 4 (13%) were hired. This resulted in a hiring

shortfall of 2 females and a disparity that was statistically significant at 2.10 standard deviations. World Golf failed to afford equal opportunity to 75 qualified female applicants because of their gender, in violation of 41 CFR § 60-1.4(a) (1).

REMEDY: JQH will cease and desist all selection procedures that resulted in discrimination against female applicants for Banquet Set Up and Housekeeping Utility positions alleged in this violation, as required by 41 CFR § 60-1.4(a)(1).

In addition, JQH, and or Atrium, will implement the following make-whole actions for the female applicants who were not hired for the Banquet Set Up and Housekeeping Utility positions during the review period of January 1, 2013 through December 31, 2013. (“Affected Class Members”).

- a) **Notification:** Within 45 calendar days of the Effective Date of this Agreement, Atrium, with the cooperation of JQH, must notify the 75 female applicants who were not hired (“Affected Class Members”) and are listed in Attachment A-1 “Female Affected Class Members – Banquet Set Up” and Attachment A-2 “Female Affected Class Members – Housekeeping Utility” of the terms of this Agreement by mailing by first class mail to each Affected Class Member the: Notice to Affected Class Members (Attachment B, “Notice”), Information Verification & Employment Interest Form (Attachment C, “Interest Form”), the Release of Claims under Executive Order 11246 (Attachment D, “Release”), and a postage paid return envelope. Affected Class Members will have 30 calendar days from the postmarked date of the Notice to return the completed “Information Verification & Employment Interest Form” and “Release of Claims under the Executive Order”. Atrium will notify OFCCP of all letters returned as undeliverable within 60 calendar days of the effective date of this Agreement. OFCCP will then attempt to obtain and provide updated addresses to Atrium within 30 calendar days of receiving the list from Atrium. Atrium will have an additional 60 calendar days from receipt of the list of Affected Class Members located by OFCCP with new addresses to notify the individuals of their status as Affected Class Members (referred to as the “Second Notice”) and to determine their interest in employment using Attachments B, C and D, as described above.

- b) **Eligibility:** All Affected Class Members listed on Attachment A-1 “Female Affected Class Members – Banquet Set Up” and Attachment A-2 “Female Affected Class Members – Housekeeping Utility” who sign and return the Release and Interest Form to Atrium within 30 calendar days of the postmarked date on the envelope containing the first or second Notice, Interest Form and Release are Affected Class Members and will receive an equal share of the monetary settlement and, if indicating an interest in employment, will be considered for a Banquet Set Up and/or Housekeeping Utility position pursuant to this Agreement provided that they meet the minimum qualifications, at the time that they apply, and that they successfully complete the selection process. If an Affected Class Member does not return the Release and Interest Form to Atrium within 30 calendar days of the postmarked date on the envelope containing the first or second Notice, Interest Form, and Release, she will no longer be entitled to any relief pursuant to this Agreement.

Within 15 calendar days after the response deadline set out in the Second Notice to Affected Class Members, Atrium will provide OFCCP with a list of the Affected Class Members (individuals who returned the Interest Form by the respective deadline). Within 15 calendar days after receiving the list, OFCCP will approve the final list of Affected Class Members or discuss with Atrium any issues necessary to finalize the list, such as the inclusion or exclusion of certain individuals.

All Affected Class Members who appear on the final list of Affected Class Members approved by OFCCP are entitled to an equal share of the monetary settlement regardless of whether they are interested in employment with Atrium.

- c) Monetary Settlement: Atrium agrees to distribute \$21,109.97 in back pay and \$699.30 in interest to the Banquet Set Up Class Members, and \$24,194.20 in back pay and \$996.53 in interest to the Housekeeping Utility Class Members, less deductions required by law on the portion representing back pay only (such as federal, state and/or local taxes and the Eligible Affected Class Members' share of FICA taxes), in equal shares among all those on the final Eligible Affected Class Members list. Atrium will pay the Internal Revenue Service ("IRS") the employer's share of social security withholdings and will mail each Eligible Affected Class Member an IRS W-2 Form reporting the portion of the payment representing back pay and an IRS Form 1099 for the portion of the payment representing interest, if required. These IRS forms will be mailed at the end of the applicable tax year in which the funds are disbursed. Atrium will disburse the monetary settlement within 30 calendar days after OFCCP approves the final list of Eligible Affected Class Members.

Within 15 calendar days of Atrium's receipt of a check to an Eligible Affected Class Member returned as undeliverable, Atrium will notify OFCCP of this fact via e-mail sent to Compliance Officer Stuart Scott, scott.stuart.x@dol.gov. OFCCP will have 15 calendar days to locate the Eligible Affected Class Member, and if OFCCP obtains an alternate address in the designated time period, Atrium will re-mail the check within 15 calendar days of receiving an alternate or corrected address. Any check that remains uncashed 120 calendar days after the initial date the check was mailed to the Eligible Affected Class Member will be void. With respect to any checks that are returned as undeliverable after the second mailing, Atrium will make a second distribution, in equal shares, to all Eligible Affected Class Members who cashed their first check, if the total amount of the undelivered checks would result in a payment of \$20.00 or more to each of the located Eligible Affected Class Members who cashed at least one of their checks. Atrium will mail the second distribution, if required, to such Eligible Affected Class Members within 30 calendar days after JQH is notified by the OFCCP they are unable to locate new addresses. If any delivered, but uncashed, funds remain after the second distribution, Atrium will deposit all the funds to be paid pursuant to this Conciliation Agreement in an interest bearing account maintained by Atrium at the prevailing interest rate. Atrium will notify OFCCP when this action is complete and provide appropriate documentation. Atrium will provide OFCCP with a point of contact that can provide the current balance of the account and the amount of accrued interest at which time OFCCP and Atrium will use of the funds for redistribution.

- d) Offers of Employment: As positions become available at World Golf, Atrium will consider and make offers in writing via certified mail to Eligible Affected Class Members, not currently employed by Atrium, who express interest in employment with Atrium at its establishment until 3 Eligible Affected Class Members are offered positions in the Banquet Set Up position and 2 Eligible Affected Class Members are offered positions in the Housekeeping Utility position, or until the list of Eligible Affected Class Members expressing an interest in employment is exhausted, whichever occurs first. The written job offer shall include the job title and starting hourly wage.

Eligible Affected Class Members will be considered in the order that Atrium receives their Interest Forms. If Atrium receives more than one response on any given day, those Eligible Affected Class Members will be considered for employment based on the date of their first original application to Atrium. Atrium will initiate its hiring process of Eligible Affected Class Members within 30 calendar days after the OFCCP notifies Atrium of its approval of the final Eligible Affected Class Member list and will attempt to satisfy its hiring obligations under this section within 1 year of the Effective Date of this Agreement. If Atrium is not able to make 5 offers of employment to Eligible Affected Class Members at the World Golf facility or to exhaust the list of Eligible Affected Class Members expressing an interest in employment within 1 year, OFCCP may extend the hiring provision only of this Agreement for up to 6 months or until Atrium satisfies its employment obligations, whichever occurs first. Until the list of Eligible Affected Class Members is exhausted, the female Eligible Affected Class Members will have priority over all other candidates for hire into the Banquet Set Up and Housekeeping Utility positions.

The report-to-work date for Eligible Affected Class Members hired pursuant to this Agreement shall be no later than 14 calendar days after the date of the written conditional job offer. If any Eligible Affected Class Member does not report to work on the day designated by Atrium without providing Atrium on or before that day notice of good cause for the absence (e.g. personal illness or care for an immediate family member), or if good cause is provided and the Eligible Affected Class Member does not report to work within 5 calendar days of the original designated start date, Atrium may withdraw the job offer and shall be under no obligation to hire such Eligible Affected Class Member under this Agreement. Documentation of all hiring decisions, including job offers made and reasons for rejection, will be available for review by OFCCP.

- e) Retroactive Seniority: Eligible Affected Class Members who begin employment as a result of this Agreement will be given retroactive seniority dating back to the date each hired Eligible Affected Class Member originally applied for employment. Such retroactive seniority shall be provided solely for purposes of vacation, paid personal business or illness days, hourly rate, Income Extension Aid, Family Medical Leave Act, and other mandated state or local leaves.

Part IV. REPORTS REQUIRED

Atrium agrees to furnish OFCCP with three (3) progress reports. Atrium must submit the documents and reports described below to the following address:

United States Department of Labor
Office of Federal Contract Compliance Programs
Miguel Rivera, District Director—Miami
Brickell Plaza Federal Building
909 SE 1st Ave., Rm. 722
Miami, FL33313

The first report will be due within 275 calendar days of the effective date of this Agreement and will include:

1. Documentation of monetary relief provided to all Affected Class Members as specified in the Remedy. The documentation shall include copies of all signed "Information Verification & Employment Interest Forms," "Release of Claims Under Executive Order 11246," and canceled checks disbursed by Atrium to Eligible Affected Class Members, or other equivalent documentation verifying that all Eligible Affected Class Members were paid;
2. Documentation of all Eligible Affected Class Members who were offered and/or hired into Banquet Set Up and Housekeeping Utility positions. The documentation will include all written job offers extended to Eligible Affected Class Members; a list of the names of hired Eligible Affected Class Members; a list of the names of Eligible Affected Class Members who were offered positions but declined the offer or did not appear for work in accordance with the provisions of this Agreement; and for each Eligible Affected Class Member offered a position, the date of hire or decline of position, the rate of pay, date of termination, if any, and reason;
3. Documentation of individuals who expressed interest in job offers who did not successfully complete the application process, including the names of these individuals, the date of their application, if any, and the reason Atrium determined they did not successfully complete the application process. This includes individuals who did not receive job offers because all available positions were filled; and
4. If Atrium has not filled all of the positions specified in this Agreement by the Progress Report date, documentation of the reason this action is not complete and the good faith efforts being taken and planned for the next reporting period to complete it.

The second report will be due within 360 calendar days from the effective date of the agreement and will include:

1. Documentation of all Eligible Affected Class Members who were offered and/or hired into Banquet Set Up and Housekeeping Utility positions. The documentation will include all written job offers extended to Eligible Affected Class Members; a list of the names of hired Eligible Affected Class Members; a list of the names of Eligible Affected Class Members

who were offered positions but declined the offer or did not appear for work in accordance with the provisions of this Agreement; and for each Eligible Affected Class Member offered a position, the date of hire or decline of position, the rate of pay, date of termination, if any, and reason;

2. Documentation of individuals who expressed interest in job offers who did not successfully complete the application process, including the names of these individuals, the date of their application, if any, and the reason Atrium determined they did not successfully complete the application process. This includes individuals who did not receive job offers because all available positions were filled;
3. If Atrium has not filled all of the positions specified in this Agreement by the Progress Report date, documentation of the reason this action is not complete and the good faith efforts being taken and planned for the next reporting period to complete it;

The third report will be due within 704 calendar days from the effective date of the agreement and will include:

1. The documentation described above for Item 2 in the first progress report with respect to any additional Eligible Affected Class Members offered or hired into a position pursuant to this Agreement;
2. For each Eligible Affected Class Members hired who has completed the 90 day probationary period, Atrium will submit documentation of date(s) of retroactive seniority.

Part V. APPROVAL BY BANKRUPTCY COURT

This Conciliation Agreement is contingent on, and subject to, the approval of the United States District Court for the District of Kansas.

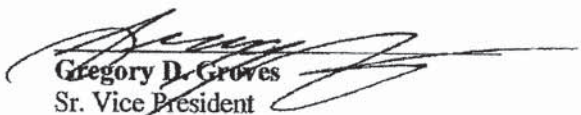
Part VI. SIGNATURES

This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs, JOHN Q. HAMMONS HOTELS MANAGEMENT LLC and ATRIUM HOSPITALITY LP



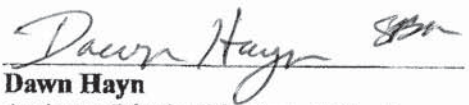
Mark Deloach
Director, Legal
Atrium Hospitality

Date: 1-24-2017



Gregory D. Groves
Sr. Vice President
John Q. Hammons Hotels, Management, LLC,
Compliance

Date: 12-6-16



Dawn Hayn
Assistant District Director - Orlando
Office of Federal Contract Compliance
Programs

Date: 01/27/2017



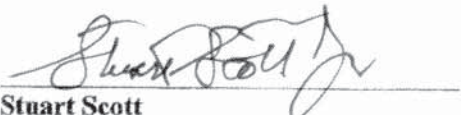
Samuel Maiden
Regional Director - Southeast
Office of Federal Contract
Programs

Date: 01/27/2017



Miguel Rivera
District Director - Miami
Office of Federal Contract Compliance
Programs

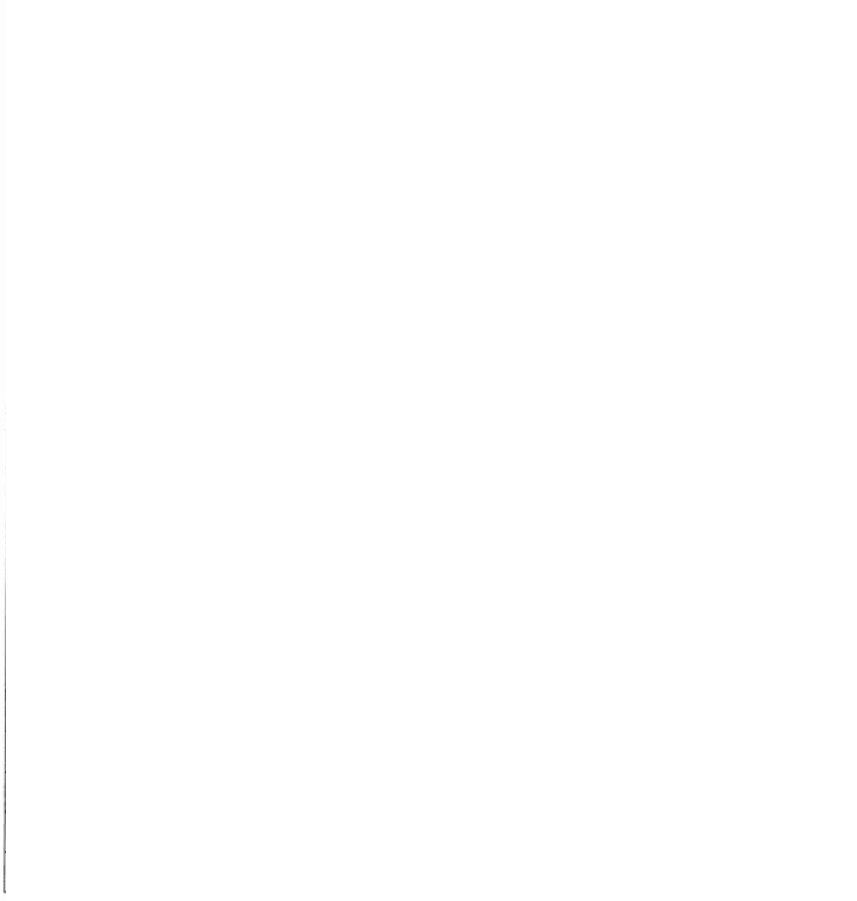
Date: 01/26/2017



Stuart Scott
Compliance Officer - Jacksonville
Office of Federal Contract Compliance
Programs

Date: 1/26/2017

ATTACHMENT A-1
FEMALE AFFECTED CLASS MEMBERS – BANQUET SET UP



ATTACHMENT A-2
FEMALE AFFECTED CLASS MEMBERS – HOUSEKEEPING UTILITY



ATTACHMENT B

NOTICE TO AFFECTED CLASS MEMBERS

You may be able to receive money and a job offer due to a legal settlement between John Q. Hammons Hotels Management,, LLC and Atrium Hospitality LP and the U.S. Department of Labor.

We are writing to provide information about a legal settlement between the U.S. Department of Labor and John Q. Hammons Hotels Management, LLC (JQH) and Atrium Hospitality LP (Atrium) that may benefit you. This settlement involves claims of discrimination in hiring, and our records show that you may be one of the applicants covered by the settlement. If you take the steps described in this Notice by the deadline below, you may be eligible for a payment of back wages and/or an opportunity for employment.

ARE YOU AFFECTED?

Women who applied for employment in the **Banquet Set Up positions** with World Golf at its St. Augustine, Florida establishment during the time period listed are covered by this settlement.

WHAT IS THIS SETTLEMENT ABOUT?

The U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) conducted an audit of JQH's hiring practices. OFCCP is the government agency responsible for enforcing the equal employment opportunity and affirmative action requirements that apply to federal contractors. OFCCP's analysis of JQH's hiring process and selection procedures revealed that, during the period of January 1, 2013 through December 31, 2013, JQH discriminated against **female** applicants for the Banquet Set Up position. OFCCP found a statistically significant disparity in the hiring of male applicants in the Banquet Set position based on gender.

Ultimately, OFCCP issued a Notice of Violation against JQH on these claims. Although the company disagreed with our findings, we have agreed to resolve the issue through a Conciliation Agreement. A Conciliation Agreement is a legal document that explains the terms of an agreement to settle a lawsuit.

As a result, money must be paid to women who applied for the Banquet Set Up position at this location during the dates above. Additionally, Atrium, as a result of a joint conciliation agreement, will provide job offers on behalf of JQH.

WHAT DOES THIS MEAN FOR YOU?

Because you applied for a Banquet Set Up position during the relevant time frame, this settlement may provide you with some specific benefits:

- (1) **You may be eligible to receive a payment of at least \$519.33** (before taxes). This payment represents your share of back wages and other payments World Golf is making to settle the lawsuit. The final amount you will receive will be reduced by deductions for items such as income tax withholding and Social Security contributions.
- (2) Atrium will be making job offers for the Banquet Set Up position to some of the individuals receiving this notification. It is not guaranteed that you will be hired for a Banquet Set Up position. If you are interested in a job, please express your interest on the enclosed Claim Form.
- (3) To get these benefits, you will need to release (give up) certain legal claims. A copy of the release for you to sign is included with this Notice.

WHAT IS YOUR NEXT STEP?

You should read this Notice and the Claim Form carefully and any other information you received from the Department of Labor or Jacinta Carter, SVP Human Resource. Please do not ignore this Notice or throw it away.

It is very important that you fill out and return the form in this envelope on time. Otherwise, you could miss out on receiving money or an opportunity for a job.

To be eligible for a payment and/or job offer, you must complete, sign, and return the enclosed claim form and release form within 30 calendar days from the date of mailing by Atrium. There are instructions on the form about how to mail it in.

The Claim Form must be received by (date).

You may receive some or all of these benefits only if the information on your Claim Form confirms that you are one of the people covered by the settlement. After you complete and return these documents, a final decision will be made about your eligibility.

You must follow all of the instructions in this notice and return all of the documents by the deadline of (date) to receive any money or consideration for job opportunities or any other relief provided to you by the settlement.

HOW CAN YOU GET MORE INFORMATION?

If you have any questions, you may contact Jacinta Carter, SVP Human Resources, Atrium Hospitality, LP, 12735 Morris Road Ext, Suite 400, Alpharetta, GA 30004, (678) 566-3700. You may also contact Compliance Officer Stuart Scott at 904-366-0276.

ATTACHMENT B

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We are writing to provide information about a legal settlement between the U.S. Department of Labor, John Q. Hammons Hotels Management, LLC (JQH) and Atrium Hospitality LP (Atrium) that may benefit you. This settlement involves claims of discrimination in hiring, and our records show that you may be one of the applicants covered by the settlement. If you take the steps described in this Notice by the deadline below, you may be eligible for a payment of back wages and/or an opportunity for employment.

ARE YOU AFFECTED?

Women who applied for employment in the **Housekeeping Utility positions** with World Golf at its St. Augustine, Florida establishment during the time period listed are covered by this settlement.

WHAT IS THIS SETTLEMENT ABOUT?

The U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) conducted an audit of JQH's hiring practices. OFCCP is the government agency responsible for enforcing the equal employment opportunity and affirmative action requirements that apply to federal contractors. OFCCP's analysis of JQH's hiring process and selection procedures revealed that, during the period of January 1, 2013 through December 31, 2013, JQH discriminated against **female** applicants for the Housekeeping Utility position. OFCCP found a statistically significant disparity in the hiring of male applicants in the Housekeeping Utility position based on gender.

Ultimately, OFCCP issued a Notice of Violation against JQH on these claims. Although the company disagreed with our findings, we have agreed to resolve the issue through a Conciliation Agreement. A Conciliation Agreement is a legal document that explains the terms of an agreement to settle a lawsuit.

As a result, money must be paid to women who applied for the Housekeeping Utility position at this location during the dates above. Additionally, Atrium, as a result of a joint conciliation agreement, will provide job offers on behalf of JQH.

WHAT DOES THIS MEAN FOR YOU?

Because you applied for a Housekeeping Utility position during the relevant time frame, this settlement may provide you with some specific benefits:

- (1) **You may be eligible to receive a payment of at least \$763.35** (before taxes). This payment represents your share of back wages and other payments Atrium is making to settle the lawsuit. The final amount you will receive will be reduced by deductions for items such as income tax withholding and Social Security contributions.
- (2) Atrium will be making job offers for the Housekeeping Utility position to some of the individuals receiving this notification. It is not guaranteed that you will be hired for a Housekeeping Utility position. If you are interested in a job, please express your interest on the enclosed Claim Form.
- (3) To get these benefits, you will need to release (give up) certain legal claims. A copy of the release for you to sign is included with this Notice.

WHAT IS YOUR NEXT STEP?

You should read this Notice and the Claim Form carefully and any other information you received from the Department of Labor or Jacinta Carter, SVP Human Resources. Please do not ignore this Notice or throw it away.

It is very important that you fill out and return the form in this envelope on time. Otherwise, you could miss out on receiving money or an opportunity for a job.

To be eligible for a payment and/or job offer, you must complete, sign, and return the enclosed claim form, and release form within 30 calendar days of the date of mailing by JQH. There are instructions on the form about how to mail it in.

The Claim Form must be received by (date).

You may receive some or all of these benefits only if the information on your Claim Form confirms that you are one of the people covered by the settlement. After you complete and return these documents, a final decision will be made about your eligibility.

You must follow all of the instructions in this notice and return all of the documents by the deadline of (date) to receive any money or consideration for job opportunities or any other relief provided to you by the settlement.

HOW CAN YOU GET MORE INFORMATION?

If you have any questions, you may contact Jacinta Carter, SVP Human Resources, Atrium Hospitality, LP, 12735 Morris Road Ext, Suite 400, Alpharetta, GA 30004, (678) 566-3700. You may also contact Compliance Officer Stuart Scott at 904-366-0276.

Claim Form – Affected Applicants

PLEASE CAREFULLY READ THE ENCLOSED NOTICE BEFORE COMPLETING THIS CLAIM FORM.

INSTRUCTIONS FOR FILING A CLAIM TO BE CONSIDERED FOR MONEY (BACK WAGES) AND/OR A JOB OFFER FROM THE SETTLEMENT

DEADLINE TO RESPOND IS (date)

If you complete this Claim Form, you may be eligible for a money payment from the settlement and you can express interest in a job offer. You can receive a money payment even if you do not express interest in a job.

To receive an award (such as money or a job offer), you must complete and return this Claim Form and Release Form postmarked or hand-delivered on or before [Deadline above], to:

Jacinta Carter
SVP Human Resources
Atrium Hospitality LP
12735 Morris Road Ext
Alpharetta, GA 30004

If you do not submit a properly completed Claim Form, Release Form and on or before (date), then your claim will not be on time and **you will not receive any money from this settlement and you cannot be considered for a job offer.**

Enclosed is a stamped, pre-addressed envelope you can use.

This Claim Form will only be used for the following purposes:

- (1) To confirm important information we need in order to make sure you are eligible to receive money under this settlement and process your payment, and
- (2) To allow you to express interest in the jobs being offered as a result of the settlement.

Step 1: Please confirm the following contact information to process your payment (print legibly).

Name: _____

Home Phone: _____

Cell Phone: _____

Email Address: _____

- I confirm that the address on the envelope is correct.
- The address on the envelope is not correct. My correct address is:

Address: _____

Please verify [or provide] your social security number _____

Your Social Security Number is required in order to process your payment for tax purposes. Your Social Security Number will not be used for any other purpose.

Notify us at the address below if your address changes within the next three months, or contact us if you have any questions about this claim form, the notice, or the settlement.

Compliance Officer Stuart Scott
U.S. Department of Labor, Office of Federal Contract Compliance Programs
400 W. Bay St., Rm. 939, Jacksonville, FL 32202
Phone: 904-705-3335 or Email: scott.stuart.x@dol.gov

Step 2: Inform us if you are interested in a position:

- Yes, I am still interested in a Housekeeping Utility position with World Golf Village Resort Hotel.
- No, I am not currently interested in a Housekeeping Utility position with World Golf Village Resort Hotel.
- I am currently employed by World Golf Village Resort Hotel.

Step 3: Sign and return along with the Release Form

I certify the above as true and correct.

Signature

Date

ATTACHMENT D - RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246

PLEASE CAREFULLY READ THE ENCLOSED NOTICE BEFORE COMPLETING THIS RELEASE. YOU MUST RETURN A SIGNED RELEASE TO RECEIVE MONEY FROM THE SETTLEMENT

This Release of Claims under Executive Order 11246 ("Release") is a legal document. This document states that in return for Atrium Hospitality LP (Atrium) paying you money, you agree that you will not file any lawsuit against Atrium and/or John Q. Hammons Hotels Management, LLC ("Contractor") for allegedly violating Executive Order 11246 in connection with its selection procedures for applicants for Banquet Set up positions. It also says that Contractor does not admit it violated any laws. This Release says you had sufficient time to look at the document, to talk with others about the document, including an attorney if you choose, and that no one pressured you into signing the document. Finally, it says that if you do not sign and return the document by a certain date, you will not receive any money.

Females who applied for employment in the Banquet Set Up position- In consideration of the payment of at least \$519.33 (less deductions required by law) by Contractor to me, which I agree is acceptable, I agree to the following:

I.

I hereby waive, release and forever discharge John Q. Hammons Hotels Management, LLC and Atrium Hospitality LP, their predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, owners, directors, officers, employees, agents, successors, and assigns, of and from any and all actions, causes of action, damages, liabilities, and claims arising out of or actionable under Executive Order 11246, as amended, which I or my representatives (heirs, executors, administrators, or assigns) have or may have which relate in any way to my non-selection for employment at any time through the effective date of this Release.

II.

I understand that John Q. Hammons Hotels Management, LLC denies that it treated me unlawfully or unfairly in any way and that Contractor entered into a Conciliation Agreement with the U.S. Department of Labor, Office of Federal Contract Compliance Programs ("OFCCP") and agreed to make the payment described above to resolve alleged disparities in hiring and to resolve the matter without further legal proceedings in the compliance review initiated by OFCCP related to the facility covered by the Conciliation Agreement. I further agree that the payment of the aforesaid sum by Contractor to me is not to be construed as an admission of any liability by Contractor.

III.

I declare that I have read this Release and that I have had a full opportunity to consider and understand its terms and to consult with my advisors and seek legal advice. I further declare that I have decided of my own free will to sign this Release.

I understand that if I do not sign this Release and return it to Jacinta Carter, SVP Human Resources, , such that it is received by (date), I will not be entitled to receive any payment (less deductions required by law).

IN WITNESS WHEREOF, I have signed this document of my own free will.

Signature: _____ Date: _____

Printed Name: _____

ATTACHMENT D - RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246

PLEASE CAREFULLY READ THE ENCLOSED NOTICE BEFORE COMPLETING THIS RELEASE. YOU MUST RETURN A SIGNED RELEASE TO RECEIVE MONEY FROM THE SETTLEMENT

This Release of Claims under Executive Order 11246 ("Release") is a legal document. This document states that in return for Atrium Hospitality LP ("Atrium") paying you money, you agree that you will not file any lawsuit against Atrium and/or John Q. Hammons Hotels Management, LLC ("Contractor") for allegedly violating Executive Order 11246 in connection with its selection procedures for applicants for Housekeeping Utility positions. It also says that Contractor does not admit it violated any laws. This Release says you had sufficient time to look at the document, to talk with others about the document, including an attorney if you choose, and that no one pressured you into signing the document. Finally, it says that if you do not sign and return the document by a certain date, you will not receive any money.

Females who applied for employment in the Housekeeping Utility position- In consideration of the payment of at least \$763.35 (less deductions required by law) by Contractor to me, which I agree is acceptable, I agree to the following:

I.

I hereby waive, release and forever discharge John Q. Hammons Hotels Management, LLC and Atrium Hospitality LP, their predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, owners, directors, officers, employees, agents, successors, and assigns, of and from any and all actions, causes of action, damages, liabilities, and claims arising out of or actionable under Executive Order 11246, as amended, which I or my representatives (heirs, executors, administrators, or assigns) have or may have which relate in any way to my non-selection for employment at any time through the effective date of this Release.

II.

I understand that John Q. Hammons Hotels Management, LLC denies that it treated me unlawfully or unfairly in any way and that Contractor entered into a Conciliation Agreement with the U.S. Department of Labor, Office of Federal Contract Compliance Programs ("OFCCP") and agreed to make the payment described above to resolve alleged disparities in hiring and to resolve the matter without further legal proceedings in the compliance review initiated by OFCCP related to the facility covered by the Conciliation Agreement. I further agree that the payment of the aforesaid sum by Contractor to me is not to be construed as an admission of any liability by Contractor.

III.

I declare that I have read this Release and that I have had a full opportunity to consider and understand its terms and to consult with my advisors and seek legal advice. I further declare that I have decided of my own free will to sign this Release.

I understand that if I do not sign this Release and return it to Jacinta Carter, SVP Human Resources, such that it is received by (date), I will not be entitled to receive any payment (less deductions required by law).

IN WITNESS WHEREOF, I have signed this document of my own free will.

Signature: _____ Date: _____

Printed Name: _____

EXHIBIT 2

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF KANSAS AT KANSAS CITY**

In re:)
)
JOHN Q. HAMMONS FALL 2006, LLC, et al.,) **Case No. 16-21142**
)
Debtors.) **(Jointly Administered)**
)

**NOTICE OF OBJECTION DEADLINE AND OPPORTUNITY FOR A NON-
EVIDENTIARY HEARING**

PLEASE TAKE NOTICE THAT on January 30, 2017, the above-captioned Debtors filed the Motion for Approval of Intended Compromise with the United States Department of Labor Office of Federal Contract Compliance Programs Pursuant to Fed. R. Bankr. P. 9019 [doc. no. 843] (the "Motion").

PLEASE TAKE FURTHER NOTICE THAT, if you wish to object to the relief requested in the Motion, you must file your written objection and serve it on the Service List (as defined in the Case Management Procedures) on or before February 6, 2017 at 4:00 p.m. (prevailing Central Time).

PLEASE TAKE FURTHER NOTICE THAT, if an objection to the Motion is timely filed, a non-evidentiary hearing on the Motion will be set for Monday, February 13, 2017 at 1:00 p.m. (prevailing Central Time) (the "Hearing").

PLEASE TAKE FURTHER NOTICE THAT, if no objection to the Motion is filed on or before February 6, 2017 at 4:00 p.m. (prevailing Central Time), the Court may grant the relief requested in the Motion without further notice or hearing.

Respectfully submitted,

STINSON LEONARD STREET LLP

By: /s/ Mark A. Shaiken

Mark Carder KS # 11529

Mark Shaiken KS # 11011

Nicholas Zluticky KS # 23935

1201 Walnut, Suite 2900

Kansas City, MO 64106

Telephone: (816) 842-8600

Facsimile: (816) 691-3495

mark.carder@stinson.com

mark.shaiken@stinson.com

nicholas.zluticky@stinson.com

COUNSEL FOR THE DEBTORS

EXHIBIT 3

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF KANSAS AT KANSAS CITY**

In re:)
)
JOHN Q. HAMMONS FALL 2006, LLC, et al.,) **Case No. 16-21142**
)
Debtors.)
)

DEBTORS' SECOND MOTION TO EXTEND EXCLUSIVE PERIODS TO FILE AND SOLICIT ACCEPTANCE OF A PLAN PURSUANT TO 11 U.S.C. § 1121(d)

NOW COME the above-captioned debtors (collectively, the "Debtors") and hereby request the entry of an order, pursuant to section 1121(d) of Title 11 of the United States Code (the "Bankruptcy Code"), extending the period during which the Debtors hold the exclusive right to file a plan to December 26, 2017 and the period during which the Debtors hold the exclusive right to solicit acceptance of such a plan to February 26, 2018. In support of this Motion, the Debtors represent as follows:

BACKGROUND

1. On June 26, 2016 and July 5, 2016, the Debtors commenced chapter 11 bankruptcy cases by filing their bankruptcy petitions in this Court. For purposes of this Motion, all the Debtors shall refer to June 26, 2016 as the "Commencement Date."

2. Since the Commencement Date, the Debtors have continued in possession of their property and control of their operations pursuant to Sections 1107 and 1108 of the Bankruptcy Code.

3. The Court has jurisdiction of this motion. 28 U.S.C. § 1334(b). This is a core proceeding in that this motion affects the administration of these bankruptcy estates. 28 U.S.C. §§ 157(b)(1) & (2)(A). Venue is proper in this Court. 28 U.S.C. § 1409(a).

4. On September 29, 2016, the Debtors filed their Motion to Extend Exclusive Periods to

File and Solicit Acceptance of a Plan Pursuant to 11 U.S.C. § 1121(d) [doc. no. 521], requesting a six-month extension of the exclusive periods to April 24, 2017 and June 23, 2017, respectively (the "First Exclusivity Motion").

5. On October 19, 2016, the Court entered its order granting the First Exclusivity Motion [doc. no. 595] (the "First Exclusivity Order").

6. Since the entry of the First Exclusivity Order, the Debtors have continued to pay their mortgagee secured debt according to the pre-petition amortization schedules thereof, obtained numerous Court orders addressed to continuing their day to day business affairs including those related to their use of cash, employee programs, insurance, and critical vendors.

7. The Debtors have also obtained an order of the Court (the "Rejection Order") rejecting a Sponsor Entity Right of First Refusal Agreement, Dated September 16, 2005 and Agreement and Amendment, Dated December 10, 2008 (collectively, the "ROFR") with JD Holdings, L.L.C. ("JDH"). JDH has appealed the order rejecting the ROFR and that appeal is currently pending before the Bankruptcy Appellate Panel for the Tenth Circuit Court of Appeals. Resolution of the rejection issues are an important precursor to any plan that might be filed by the Debtors.

8. The Debtors have also responded to and commenced discovery with respect to the motion filed by JDH seeking to dismiss these cases or obtain relief from the automatic stay (the "Dismissal Motion"). *See* doc. no. 269. In addition, the Debtors have filed five (5) motions for partial summary judgment as to each of the contested matters set forth in the Dismissal Motion. *See* doc. nos. 767-776. These summary judgment motions are pending before the Court. Resolution of these issues as well are an important precursor to any plan.

9. In addition, UBS is proceeding forward with its work to market assets owned by the

Debtors.

10. The Court previously set the claims bar date under Rule 3003(c), Fed. R. Bankr. P., for December 23, 2016. More than 600 claims have been filed in the Debtors' cases and more than 5,000 claims have been identified in the Debtors' schedules. The Debtors are in the process of reviewing and, where appropriate, reconciling the claims and making significant progress toward a resolution of disputed claims, some of which are significant in amount, will aid in the formulation of a plan.

11. These are large and complex cases and the litigation in which the Debtors are involved is contentious and time-consuming. This motion is sought to enable the Debtors to gather the information necessary to formulate a reasonable plan. At that time, the Debtors will commence negotiations with creditors regarding the terms thereof. Accordingly, the Debtors have made no demands upon creditors with respect to any particular terms.

12. Under the terms of the First Exclusivity Order, the period in which the Debtors hold the exclusive right to file a plan runs through April 24, 2017 (the "Plan Exclusivity Period") and, if a plan is filed by that deadline, the period in which the Debtors hold the exclusive right to solicit acceptance of a plan runs through June 23, 2017 (the "Solicitation Exclusivity Period").

RELIEF REQUESTED

13. Pursuant to Section 1121(d) of the Bankruptcy Code, the Debtors hereby request that the Court extend the Plan Exclusivity Period and Solicitation Exclusivity Period through and including December 26, 2017 and February 26, 2018, respectively. This additional time is necessary to resolve the above-described contested matters and claims issues, and conduct the above-described sale process.

BASIS FOR RELIEF

14. In the instant case, the Debtors' Plan Exclusivity Period expires after April 24, 2017

and the Debtors' Solicitation Exclusivity Period will expire after June 23, 2017. In the absence of an extension of these exclusivity periods, a creditor could file a plan thereafter under § 1121(c).

15. Section 1121(d) of the Bankruptcy Code permits the Court for cause to extend the Plan Exclusivity Period as well as the Solicitation Exclusivity Period. For the reasons set forth below, the Debtors submit that the Court has cause to extend each of these exclusivity periods.

16. In Section 1121, Congress created exclusive periods of time to file and solicit acceptance of a plan to give a debtor "the unqualified opportunity to negotiate a settlement and propose a plan of reorganization without interference from creditors and other interests." *In re Hoffinger Indus., Inc.*, 292 B.R. 639, 643 (B.A.P. 8th Cir. 2003).

17. Section 1121(d) of the Bankruptcy Code provides that the court may increase the exclusivity periods for cause. Although Section 1121(d) does not define "cause," courts have adopted a flexible standard for deciding whether a debtor has demonstrated sufficient cause to extend exclusivity. *See Hoffinger*, 292 B.R. at 643-44; *In re Borders Group, Inc.*, 460 B.R. 818, 821 (Bankr. S.D.N.Y. 2011); *In re Adelpia Comm'ns Corp.*, 352 B.R. 578, 586-87 (Bankr. S.D.N.Y. 2006). Whether to grant relief under Section 1121(d) is within the sound discretion of the court. *Adelpia Comm'n's Corp.*, 352 B.R. at 586.

18. In determining whether cause exists to extend or reduce the exclusivity periods, courts have relied on the following factors:

- a. the size and complexity of the case;
- b. the necessity for sufficient time to permit the debtor to negotiate a plan of reorganization and prepare adequate information;
- c. the existence of good faith progress toward reorganization;

- d. the fact that the debtor is paying its bills as they become due;
- e. whether the debtor has demonstrated reasonable prospects for filing a viable plan;
- f. whether the debtor has made progress in negotiations with its creditors;
- g. the amount of time which has elapsed in the case;
- h. whether the debtor is seeking an extension of exclusivity in order to pressure creditors to submit to the debtor's reorganization demands; and
- i. whether an unresolved contingency exists.

Adelphia Commn's Corp., 352 B.R. at 586; *see also Hoffinger*, 292 B.R. at 643-44. For the reasons set forth herein, an analysis of these factors weighs heavily in favor of granting an extension of the Exclusivity Periods to allow the Debtors additional time to formulate a plan.

Size and Complexity of the Case

19. This case is extraordinarily large in size and complexity, with 76 separate debtors owning and operating 35 hotels and other real estate and business ventures. The Debtors have more than 16 secured mortgagee creditors and more than 5,600 total creditors; they employ more than 4,000 employees and are parties to hundreds of leases and contracts. Finally, as further evidence of the complexity of these bankruptcy cases, the Court may take judicial notice of the more than 800 docket entries submitted in the first six months of the cases. *See In re McLean Indus. Inc.*, 87 B.R. 830, 831 (Bankr. S.D.N.Y. 1987) (granting extension of exclusive periods based in part on taking judicial notice of high volume of filings in the case). Thus, these bankruptcy cases are sufficiently large and complex to justify additional time to formulate and file a plan.

Necessity for Sufficient Time to Negotiate Plan and Prepare Adequate Information; Unresolved Contingencies

20. The Debtors need additional time to determine what plan would be in the best interests of the Debtors' estates and their creditors in light of the contested matters and claims process described above. The contested matters and claims resolution process will not likely be completed until the second or third quarter of 2017 at the earliest.

Good Faith Progress Toward Reorganization; Pressuring Creditors

21. As set forth above, the Debtors have made good faith progress toward reorganization in these bankruptcy cases and are not seeking this extension to pressure creditors to submit to the Debtors' reorganization demands. The Debtors have obtained authorization to: (i) continue use of cash collateral through December 31, 2017, (ii) maintain their existing cash management system, (iii) maintain prepetition insurance programs, employee benefits programs, and business forms, (iv) designate and pay pre-petition claims of critical vendors, and (v) continue employing professionals in the ordinary course of business. In addition, the Debtors have engaged: (i) counsel to represent the Debtors in these bankruptcy cases, (ii) an appraiser to value the Debtors' hotel properties, (iii) appraisers to value the Debtors' assets, (iv) an accounting firm, and (v) a financial advisor / investment banker to assist the Debtors in working toward one or more sale or restructuring transactions. The progress set forth herein is sufficient evidence of the Debtors' good faith progress toward reorganization. Moreover, the Debtors are not trying to use exclusivity as leverage to negotiate with creditors. As set forth above, the Debtors are working to determine their possible options for formulating a plan. These factors weigh in favor of extension.

Paying Bills as They Come Due

22. This factor weighs heavily in favor of extending each exclusivity period. Not only

are the Debtors paying their post-petition operating expenses as they come due, but the Debtors are making principal and interest payments to their mortgagee secured creditors, and have designated dozens of critical vendors who have paid the pre-petition claims of several critical vendors. Accordingly, the Debtors are generally paying their debts as they come due and are not incurring significant post-petition debt.

Amount of Time Elapsed in the Case

23. This the second extension requested in the bankruptcy cases which have been on file for seven months. Under Section 1121(d) of the Bankruptcy Code, the Court has the discretion to extend the exclusivity periods for up to eighteen months after the Commencement Date. Here, the requested extension would result in a plan filed within the eighteen months of the Commencement Date.

24. For the foregoing reasons, the Debtors respectfully submit that the Court has cause to extend the exclusivity periods. The requested extensions are reasonable under the circumstances and in the best interests of the Debtors, their estates and creditors.

WHEREFORE, the Debtors respectfully request the Court enter an Order extending the 120-day Plan Exclusivity Period through and including December 26, 2017, and extending the 180-day Solicitation Exclusivity Period through and including February 26, 2018.

STINSON LEONARD STREET LLP

By: /s/ Mark Shaiken
Mark Shaiken KS # 11011
Mark Carder KS # 11529
1201 Walnut, Suite 2900
Kansas City, MO 64106
Telephone: (816) 842-8600
Facsimile: (816) 691-3495
mark.shaiken@stinson.com
mark.carder@stinson.com

COUNSEL FOR THE DEBTORS

EXHIBIT 4

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF KANSAS AT KANSAS CITY**

In re:)
)
JOHN Q. HAMMONS FALL 2006, LLC, et al.,) **Case No. 16-21142**
)
Debtors.) **(Jointly Administered)**
)

**NOTICE OF OBJECTION DEADLINE AND OPPORTUNITY FOR A NON-
EVIDENTIARY HEARING**

PLEASE TAKE NOTICE THAT on January 30, 2017, the above-captioned Debtors filed the Second Motion to Extend Exclusive Periods to File and Solicit Acceptance of a Plan Pursuant to 11 U.S.C. § 1121(d) [doc. no. 845] (the "Motion").

PLEASE TAKE FURTHER NOTICE THAT, if you wish to object to the relief requested in the Motion, you must file your written objection and serve it on the Service List (as defined in the Case Management Procedures) on or before February 6, 2017 at 4:00 p.m. (prevailing Central Time).

PLEASE TAKE FURTHER NOTICE THAT, if an objection to the Motion is timely filed, a non-evidentiary hearing on the Motion will be set for Monday, February 13, 2017 at 1:00 p.m. (prevailing Central Time) (the "Hearing").

PLEASE TAKE FURTHER NOTICE THAT, if no objection to the Motion is filed on or before February 6, 2017 at 4:00 p.m. (prevailing Central Time), the Court may grant the relief requested in the Motion without further notice or hearing.

Respectfully submitted,

STINSON LEONARD STREET LLP

By: /s/ Mark A. Shaiken

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COUNSEL FOR THE DEBTORS

EXHIBIT A

Exhibit A - JQH

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64183	MURFREESBORO ELECTRIC, PO BOX 9, MURFREESBORO, TN, 37133	US Mail (1st Class)
64183	NOMURA CREDIT & CAPITAL, INC., ATTN: JOE JOSEPH, 309 W 49TH ST, NEW YORK, NY, 10019-9102	US Mail (1st Class)
64183	NOMURA CREDIT & CAPITAL, INC., ATTN: STACY ROSS, 309 W 49TH ST, NEW YORK, NY, 10019-9102	US Mail (1st Class)
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64182	SIMMONS BANK, ROSALIND M MOUSER, ROSALIND.MOUSER@SIMMONSFIRST.COM	E-mail
64183	SIMMONS BANK, ROSALIND M MOUSER, PO BOX 7009, PINE BLUFF, AR, 71611	US Mail (1st Class)
64183	SIMMONS FNB, 425 W CAPITOL AVE, SUITE 13, LITTLE ROCK, AR, 72201	US Mail (1st Class)
64182	SOUTHLAW, P.C., RICHARD M. BEHELER, (RE: LAW OFFICES OF WILLIAM C MADDOX PC), RICHARD.BEHELER@SOUTHLAW.COM	E-mail
64182	SOUTHLAW, P.C., RICHARD M. BEHELER, (RE: BANK OF BLUE VALLEY), RICHARD.BEHELER@SOUTHLAW.COM	E-mail
64182	SPENCER FANE LLP, SCOTT J. GOLDSTEIN, (RE: SFI BELMONT LLC), SGOLDSTEIN@SPENCERFANE.COM	E-mail
64183	SRP, PO BOX 80062, PRESCOTT, AZ, 86304	US Mail (1st Class)
64183	STAFFING PLUS INC., 314 W COMMERCIAL ST, SPRINGFIELD, MO, 65803	US Mail (1st Class)
64183	STARBUCKS COFFEE CO., PO BOX 74008016, CHICAGO, IL, 60674-8016	US Mail (1st Class)
64182	STINSON LEONARD STREET LLP, N ZLUTICKY/M S CARDER/M SHAIKEN, (RE: DEBTORS), MARK.SHAIKEN@STINSON.COM	E-mail
64182	STINSON LEONARD STREET LLP, N ZLUTICKY/M S CARDER/M SHAIKEN, (RE: DEBTORS), VICTOR@MERRICKBAKERSTRAUSS.COM	E-mail
64182	STINSON LEONARD STREET LLP, N ZLUTICKY/M S CARDER/M SHAIKEN, (RE: DEBTORS), PAUL.HOFFMANN@STINSONLEONARD.COM	E-mail
64182	STINSON LEONARD STREET LLP, N ZLUTICKY/M S CARDER/M SHAIKEN, (RE: DEBTORS), NICHOLAS.ZLUTICKY@STINSON.COM	E-mail
64182	STINSON LEONARD STREET LLP, N ZLUTICKY/M S CARDER/M SHAIKEN, (RE: DEBTORS), MARK.CARDER@STINSON.COM	E-mail
64183	SYSCO, 24500 NORTHWEST FREEWAY, CYPRESS, TX, 77429	US Mail (1st Class)
64182	THE LAW OFFICE OF LESLIE KULICK LLC, LESLIE A. KULICK, (RE: HOLIDAY HOSPITALITY FRANCHISING LLC), KULICKLAW@GMAIL.COM	E-mail
64182	THE LAW OFFICE OF LESLIE KULICK LLC, LESLIE A. KULICK, (RE: HLT EXISTING FRANCHISE HOLDING, LLC), KULICKLAW@GMAIL.COM	E-mail
64182	THE LAW OFFICES OF STEVE SANDERS LC, DAVID L. JOHNSON, (RE: SYBILLE WINTER), DAVID@ATTORNEYSTEVESANDERS.COM	E-mail
64182	THE SADER LAW FIRM, MICHAEL J. WAMBOLT, (RE: BARBARA SHEPHERD AND LARRY SHEPHERD), MWAMBOLT@SADERLAWFIRM.COM	E-mail
64183	THE SHERATON LLC, ATTN: GENERAL COUNSEL, STARWOOD HOTELS AND RESORTS WRDLWDE, 1111 WESTCHESTER AVE, WHITE PLAINS, NY, 10604	US Mail (1st Class)
64183	THE SHERATON LLC, GENERAL COUNSEL-FRANCHISE DIVISION, 600 GALLERIA PKWY, ATLANTA, GA, 30339	US Mail (1st Class)
64182	TN DEPT OF REVENUE, GILL GELDREICH, GILL.GELDREICH@AG.TN.GOV	E-mail
64183	TUMI STAFFING INC., PO BOX 592715, SAN ANTONIO, TX, 78259	US Mail (1st Class)
64183	U S ATTORNEY GENERAL, U S COURTHOUSE, 400 EAST 9TH ST, KANSAS CITY, MO, 64106	US Mail (1st Class)
64183	U S ATTORNEY GENERAL, BANKRUPTCY PROCESSING CLERK, MAIN JUSTICE BLDG, 950 PENNSYLVANIA AV NW RM 5111, WASHINGTON, DC, 20530	US Mail (1st Class)
64183	U S BANK NA, AS TRUSTEE FOR THE, REG HOLDERS OF BANC OF AMERICA COMM, MORTGAGE, INC.,, 209 S LASALLE ST, SUITE 300, CHICAGO, IL, 60604	US Mail (1st Class)
64183	U S BANK NA, AS TRUSTEE FOR THE, REG. HOLDERS OF JP MORGAN CHASE, COMMERCIAL MORTGAGE SEC CORP, ET AL, 209 S LASALLE ST, SUITE 300, CHICAGO, IL, 60604	US Mail (1st Class)
64183	U S BANK NA, AS TRUSTEE, FOR REG. HOLDERS OF JP MORGAN CHASE, COMMERCIAL MORTGAGE SEC CORP, 209 SOUTH LASALLE STREET, STE 300, CHICAGO, IL, 60604	US Mail (1st Class)
64183	UMB BANK, N A , AS TRUSTEE, 2 SOUTH BROADWAY, SUITE 413, ST. LOUIS, MO, 63102-1713	US Mail (1st Class)
64183	UMB BANK, N A, ATTN: CORPORATE TRUST DEPT, 2 SOUTH BROADWAY, SUITE 435, ST LOUIS, MO, 63102	US Mail (1st Class)
64183	UNIQUE TILE, 1364 N KELLY, NIXA, MO, 65714	US Mail (1st Class)
64183	USTT INC., 300 CLANTON ROAD, CHARLOTTE, NC, 28217	US Mail (1st Class)
64182	VALLEY VIEW STATE BANK, ATTN: JON FORGEY, PEKSTROM@VALLEYVIEWBANK.COM	E-mail
64183	VALLEY VIEW STATE BANK, ATTN: JON FORGEY, 7500 W. 95TH STREET, OVERLAND PARK, KS, 66212	US Mail (1st Class)
64182	VENABLE LLP, D S BUSHNAQ/F WH CARTER/G A CROSS, (RE: US BANK NATIONAL ASSOCIATION, ET AL), DSBUSHNAQ@VENABLE.COM	E-mail

Exhibit A - JQH

Svc Lst	Name and Address of Served Party	Mode of Service
64182	VENABLE LLP, D S BUSHNAQ/F WH CARTER/G A CROSS, (RE: US BANK NATIONAL ASSOCIATION, ET AL), FWHCARTER@VENABLE.COM	E-mail
64182	VENABLE LLP, D S BUSHNAQ/F WH CARTER/G A CROSS, (RE: US BANK NATIONAL ASSOCIATION, ET AL), GACROSS@VENABLE.COM	E-mail
64182	VENABLE LLP, D S BUSHNAQ/F WH CARTER/G A CROSS, (RE: WILMINGTON TRUST, NA), DSBUSHNAQ@VENABLE.COM	E-mail
64182	VENABLE LLP, D S BUSHNAQ/F WH CARTER/G A CROSS, (RE: WILMINGTON TRUST, NA), FWHCARTER@VENABLE.COM	E-mail
64182	VENABLE LLP, D S BUSHNAQ/F WH CARTER/G A CROSS, (RE: WILMINGTON TRUST, NA), GACROSS@VENABLE.COM	E-mail
64182	VENABLE LLP, D. BUSHNAQ, F. WH. CARTER, G. CROSS, (RE: WELLS FARGO BANK N.A.), DSBUSHNAQ@VENABLE.COM	E-mail
64182	VENABLE LLP, D. BUSHNAQ, F. WH. CARTER, G. CROSS, (RE: WELLS FARGO BANK N.A.), FWHCARTER@VENABLE.COM	E-mail
64182	VENABLE LLP, D. BUSHNAQ, F. WH. CARTER, G. CROSS, (RE: WELLS FARGO BANK N.A.), GACROSS@VENABLE.COM	E-mail
64182	VENABLE LLP, F.W.H. CARTER,D. BUSHNAQ,G. CROSS, (RE: DEUTSCHE BANK TRUST COMPANY AMERICA), FWHCARTER@VENABLE.COM	E-mail
64183	WELLS FARGO BANK, N A, ATTN: CARRIE BOOKER/TRAVIS GOLDEN, 1901 HARRISON ST, 2ND FLOOR, OAKLAND, CA, 94612	US Mail (1st Class)
64182	WELLS FARGO VENDOR FINAN SVCS, LLC, BANKRUPTCY ADMINISTRATION, CHRISTINE.ETHERIDGE@LEASINGCONNECTION.COM	E-mail
64183	WILMINGTON TRUST, NA, AS TRUSTEE, FOR THE REGISTERED HOLDERS OF WELLS, FARGO COMM. MORTGAGE TRUST 2015-C26, 2100 ROSS AVENUE, SUITE 2500, DALLAS, TX, 75201	US Mail (1st Class)
64183	YOUNG WOMEN'S COLLEGE, PREP ACADEMY, 1906 CLEBURNE STREET, HOUSTON, TX, 77004	US Mail (1st Class)
Subtotal for this group: 199		

EXHIBIT B

Exhibit B - JQH

Svc Lst	Name and Address of Served Party	Mode of Service
64184	U.S. DEPARTMENT OF LABOR OFFICE OF, FEDERAL CONTRACT COMPLIANCE PROGRAMS, US DOL/SOL, 61 FORSYTH STREET SW RM 7T10, ATLANTA, GA, 30303	US Mail (1st Class)
64184	U.S. DEPARTMENT OF LABOR OFFICE OF, FEDERAL CONTRACT COMPLIANCE PROGRAMS, US DOL/OFCCP, 61 FORSYTH STREET SW RM 7T10, ATLANTA, GA, 30303	US Mail (1st Class)
64184	US DEPT OF LABOR, OFFICE OF FEDERAL CONTRACT COMPLIANCE, ATT: MIGUEL RIVERA, DISTRICT DIRECTOR, BRICKELL PLAZA FEDERAL BLDG., 909 SE 1ST AVE., RM 722, MIAMI, FL, 33313	US Mail (1st Class)
Subtotal for this group: 3		