

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MARYLAND
(Baltimore Division)**

In re:

G.D. III, INC.,

**12-16 S. PATTERSON PARK AVENUE
DEVELOPMENT, LLC,**

1401 S. HANOVER STREET, LLC,

Debtors.

Jointly Administered Under

Case No. 22-12393-MMH (Lead Case)

Case No. 23-14209-MMH

Case No. 23-16133-MMH

Chapter 11

**PATRICIA B. JEFFERSON, CHAPTER
11 TRUSTEE OF G.D. III, INC.,**

and

1401 S. HANOVER STREET, LLC,

Plaintiffs,

v.

TD BANK, N.A.,

Defendant/Third-Party Plaintiff,

v.

GEORGE L. DIVEL, III,

Third-Party Defendant.

Adversary No. 25-00101

**MOTION BY PLAN ADMINISTRATOR FOR APPROVAL OF SETTLEMENT
AGREEMENT WITH TD BANK USA, N.A. AND GEORGE L. DIVEL, III**

Patricia B. Jefferson, Plan Administrator for the Bankruptcy Estate of G.D. III and 1401 S. Hanover Street, LLC (the “Trustee” or “Plan Administrator”), by her undersigned counsel,

pursuant to Fed. R. Bankr. P. 9019, files this motion (the “Motion”) seeking the approval of a settlement agreement by and between the Plan Administrator and the defendant herein, TD Bank USA, N.A. (“TD Bank”), and the third-party defendant herein, George L. Divel, III (“Divel”). In support of this Motion, the Plan Administrator states as follows:

Background

1. On May 3, 2022, G.D. III, Inc., a Maryland corporation (“GDIII”), filed a voluntary petition under chapter 11 of the Bankruptcy Code with the United States Bankruptcy Court for the District of Maryland (the “Bankruptcy Court”) thereby commencing the above-captioned proceeding styled *In re G.D. III, Inc.*, Case No. 22-12393-MMH (the “GDIII Bankruptcy Case”).

2. Thereafter, on November 1, 2022, the Bankruptcy Court entered an order directing the Office of the United States Trustee (the “OUST”) to select a chapter 11 trustee in the GDIII Bankruptcy Case, and, thereafter, on November 8, 2022, the Bankruptcy Court entered an order approving the OUST’s appointment of Patricia B. Jefferson as the chapter 11 trustee.

3. GDIII is the managing member for 1401 S. Hanover Street, LLC (“Hanover Street”).

4. On August 30, 2023 (the “Petition Date”), Patricia B. Jefferson, acting as the management member of Hanover Street, filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code with the Bankruptcy Court thereby commencing the above-captioned case of Hanover Street styled *In re 1401 S. Hanover Street, LLC*, Case No 23-14209-MMH (the “Hanover Street Bankruptcy Case”).

5. By entry of an Order on September 1, 2023, the GDIII Bankruptcy Case and Hanover Street Bankruptcy Case were jointly administered with the GDIII Bankruptcy Case being designated as the lead case.

6. By order entered January 21, 2025, the Bankruptcy Court confirmed the Joint Plan of Liquidation for GDIII and Hanover Street, and appointed Patricia B. Jefferson as the Plan Administrator.

The Controversy

7. Prior to the Petition Date, Divel, who controlled and operated Hanover Street, obtained a Nordstrom VISA Signature credit card account ending -1657 and -5716, issued by TD Bank (the “Account”).

8. On April 16, 2025, the Plan Administrator commenced the above-captioned adversary proceeding (the “Adversary Proceeding”).

9. In the Adversary Proceeding, the Plan Administrator alleges that cash transfers totaling \$211,045.81 were made within the two (2) year period prior to the Petition Date, and cash transfers totaling \$204,873.05 were made within the three (3) year period prior to the Petition Date, and that all such transfers at issue, which were payments made by Hanover Street to TD Bank on account of monies due and owing on the Account (collectively, the “Transfers”), are avoidable and recoverable from TD Bank pursuant to 11 U.S.C. §§ 544(b), 548, and 550 and Md. Code Ann., Comm. Law §§ 15-204, 15-205, 15-206 (collectively, the “Claims”).

10. On July 16, 2025, TD Bank filed a three-count Third-Party Complaint against Divel (the “Third-Party Complaint”).

11. TD Bank has asserted defenses to and denied any liability on the Claims, and the Parties have conducted informal discovery and settlement negotiations.

The Settlement

12. The Plan Administrator, TD Bank, and Divel have reached a resolution of the Claims, the terms of which are more fully set forth in a settlement agreement by and between the

parties dated December 8, 2025 (the “Settlement Agreement”). A copy of the Settlement Agreement is attached hereto as ***Exhibit A***.

13. As more fully set forth in the Settlement Agreement, TD Bank has agreed to pay the Trustee \$34,000.00 (the “Settlement Payment”). The Settlement Agreement also provides for the release of the Claims and the claims of the Third-Party Complaint. To that end, upon the entry of a non-appealable order approving the Settlement Agreement and upon the clearing of the Settlement Payment, the Plan Administrator, TD Bank, and Divel shall file a joint stipulation pursuant to Fed. R. Civ. P. 41(a)(1)(ii), as made applicable by Fed. R. Bankr. P. 7041, dismissing with prejudice the Adversary Proceeding.

Standard

14. Pursuant to Fed. R. Bankr. P. 9019, courts may approve a compromise or settlement after notice and a hearing.

15. “It is well established that a bankruptcy court’s approval of a settlement . . . is within its sound discretion.” *St. Paul Fire & Marine Ins. Co. v. Vaughn*, 779 F.2d 1003, 1010 (4th Cir. 1985). “Objection [to a proposed settlement] is not fatal to such a settlement if ‘[it] is found to be in the best interests of the estate as a whole.’” *Id.* (quoting *In re Flight Transp. Corp. Securities Litigation*, 730 F.2d 1128, 1138 (8th Cir. 1984)). *See also, Rahman v. Oncology Associates, P.C.*, 269 B.R. 139, 150 (D. Md. 2001) (“[T]he essential inquiry which this Court must make in this particular case is to determine whether the compromise reached by the parties is ‘fair and equitable’ and in the best interests of the estate.”); *In re Smith*, 210 B.R. 689, 692 (Bankr. D. Md. 1997) (“[I]t is also the obligation of a bankruptcy court to review independently a proposed compromise to determine whether it is fair and equitable and in the best interests of the bankruptcy estate.”).

16. When determining whether a particular settlement is “in the best interests of the estate,” a court must consider the following factors: (a) the probability of success in litigation; (b) the difficulties, if any, to be encountered in the matter of collection; (c) the complexity of the litigation involved (including the expense, inconvenience and delay necessarily attending the litigation); and (d) the paramount interest of the creditors and a proper deference to their reasonable views. *Rahman v. Oncology Associates, P.C.*, 269 B.R. at 149.

Argument

17. The Trustee believes that the Settlement Agreement is in the best interest of the bankruptcy estate. As state above, TD Bank has asserted defenses to and denied any liability on the Claims, and the Parties have conducted informal discovery. Taking into consideration the defenses of TD Bank, the probability of success in litigation, as well as the cost of litigation, the Plan Administrator believes that the Settlement Agreement is in the best interests of the bankruptcy estate.

18. The Settlement Agreement is also in the best interests of the estate because it provides funds for payment to creditors (\$34,000.00).

19. As required by Local Bankruptcy Rule 9013-2, the Plan Administrator hereby states that no memorandum will be filed and that she will rely solely upon this Motion.

WHEREFORE, for the foregoing reasons, Patricia B. Jefferson, the Plan Administrator, respectfully requests the following relief:

A. That the Court enter an order approving the Settlement Agreement by and between the Plan Administrator, TD Bank, and Divel; and

B. That the Court grant the Trustee such other and further relief as is just and equitable.

/s/ Craig B. Leavers

Craig B. Leavers, Bar No. 26914
The Law Offices of Craig B. Leavers, LLC
P.O. Box 306
Cockeysville, Maryland 21030
Phone: (443) 318-4526
Craig@LeaversLaw.com

*Attorney for Patricia B. Jefferson,
Plan Administrator*

CERTIFICATE OF MAILING

I HEREBY CERTIFY that on the 8th day of December, 2025, a copy of the foregoing was served on the parties listed below by electronic service via CM/ECF:

Marie Bauer, Esq.
Duane Morris LLP
1201 Wills Street, Suite 330
Baltimore, MD 21231-3805
(Attorney for Defendant, TD Bank USA, N.A.)

Timothy J. Mummert, Esq.
7348 Ritchie Highway
Glen Burnie, Maryland 21061
*(Attorney for Third-Party Defendant,
George L. Divel III and for Debtor, G.D. III, Inc.)*

And on the parties listed below by first class mail, postage prepaid:

Office of the United States Trustee
ATTN: Hugh M. Bernstein, Esq.
101 West Lombard Street, Suite 2625
Baltimore, Maryland 21201

G.D. III, Inc.
201-A S. Easton St.
Baltimore, Maryland 21224
(Debtor)

/s/ Craig B. Leavers

Craig B. Leavers

EXHIBIT A

SETTLEMENT AGREEMENT

This Agreement is made this 8th day of December, 2025 (the “Agreement”), by and among the following (collectively, the “Parties”):

PATRICIA B. JEFFERSON, PLAN ADMINISTRATOR FOR THE BANKRUPTCY ESTATE OF G.D. III, INC. AND 1401 S. HANOVER STREET, LLC (the “Trustee” or “Plan Administrator”),
TD BANK USA, N.A. (“TD Bank”), **high for purposes of this Agreement,**
includes:

- Nordstrom, Inc. and Nordstrom Card Services, Inc.;
 - TD Bank USA, N.A., TD Bank, N.A. and TD Bank US Holding Company;
 - Any person or entity related to Nordstrom, Inc. or TD Bank USA, N.A., who may be bound by the allegations in the Adversary Proceeding, as defined below, or who may be bound by or benefit from this Agreement;
- and

GEORGE L. DIVEL III (“Divel”).

WHEREAS, on May 3, 2022, G.D. III, Inc., a Maryland corporation (“GDIII”), filed a voluntary petition under chapter 11 of the Bankruptcy Code with the United States Bankruptcy Court for the District of Maryland (the “Bankruptcy Court”) thereby commencing that proceeding styled *In re G.D. III, Inc.*, Case No. 22-12393-MMH (the “GDIII Bankruptcy Case”);

WHEREAS, thereafter, on November 1, 2022, the Bankruptcy Court entered an order directing the Office of the United States Trustee (the “OUST”) to select a chapter 11 trustee in the GDIII Bankruptcy Case, and, thereafter, on November 8, 2022, the Bankruptcy Court entered an order approving the OUST’s appointment of Patricia B. Jefferson as the chapter 11 trustee;

WHEREAS, GDIII is the managing member for 1401 S. Hanover Street, LLC (“Hanover Street”);

WHEREAS, on August 30, 2023 (the “Petition Date”), the Trustee, acting as the management member of Hanover Street, filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code with the Bankruptcy Court thereby commencing Hanover Street’s bankruptcy case styled *In re 1401 S. Hanover Street, LLC*, Case No 23-14209-MMH (the “Hanover Street Bankruptcy Case”);

WHEREAS, by entry of an Order on September 1, 2023, the GDIII Bankruptcy Case and Hanover Street Bankruptcy Case were jointly administered with the GDIII Bankruptcy Case being designated as the lead case;

WHEREAS, by order entered January 21, 2025, the Bankruptcy Court confirmed the Joint Plan of Liquidation for GDIII and Hanover Street, and appointed the Trustee as Plan Administrator;

WHEREAS, prior to the Petition Date, Divel, who controlled and operated Hanover Street, obtained a Nordstrom VISA Signature credit card account ending -1657 and -5716, issued by TD Bank (the “Account”);

WHEREAS, on April 16, 2025, the Plan Administrator commenced the adversary proceeding styled as *Patricia B. Jefferson, Trustee, et al. v. TD Bank, N.A.*, Adv. Pro No. 25-00101 (the “Adversary Proceeding”);

WHEREAS, in the Complaint, the Plan Administrator alleges that cash transfers totaling \$211,045.81 were made within the two (2) year period prior to the Petition Date, and cash transfers totaling \$204,873.05, made within the three (3) year period prior to the Petition Date, and that all such transfers at issue (collectively, the “Transfers”) are avoidable and recoverable from TD Bank pursuant to 11 U.S.C. §§ 544(b), 548, and 550 and Md. Code Ann., Comm. Law §§ 15-204, 15-205, 15-206 (collectively, the “Claims”);

WHEREAS, on July 16, 2025, TD Bank filed a three-count Third-Party Complaint against Divel (the “Third-Party Complaint”);

WHEREAS, TD Bank has asserted defenses to the Claims, and the Parties have conducted informal discovery and settlement negotiations;

WHEREAS, the Plan Administrator, TD Bank and Divel desire to settle the Claims upon the terms and conditions set forth herein; and

WHEREAS, the Plan Administrator and Divel are contemporaneously entering into a separate settlement agreement (the “Divel Settlement Agreement”) resolving the claims between them.

NOW, THEREFORE, in consideration of the covenants and for good and valuable consideration, the receipt of which is hereby acknowledged, and without waiving any rights or claims (except as provided in this Agreement), and without any admission of liability, the Parties agree as follows:

1. Settlement. The Claims and Third-Party Complaint shall be resolved as follows:

1.1. Notice of Settlement. The Trustee shall immediately file a notice of settlement in the Adversary Proceeding, notifying the Bankruptcy Court that the Parties have reached a settlement agreement in principle, the Trustee anticipates seeking entry of the Approval Order (defined below) within 30 days, and requesting that all deadlines in the Scheduling Order [Dkt. 21] be stayed.

1.2. Settlement Payment to Plan Administrator. Upon the occurrence of the Effective Date (defined below), the Trustee shall be paid the sum of Thirty-Four Thousand Dollars (\$34,000.00) (the “Settlement Payment”), by check payable to “Patricia B. Jefferson, Plan Administrator for the bankruptcy estate of 1401 S. Hanover Street, LLC” (the “Payee”). By executing this Agreement, the Parties agree and acknowledge that TD’s obligation to pay the Settlement Payment are only upon the occurrence of the following conditions: (i) the occurrence

of the Effective Date and (ii) TD Bank's counsel's receipt of (a) the fully executed Agreement; and (b) an IRS Form W-9 completed by the Payee.

1.3. The Plan Administrator s Release. Except for the obligations imposed herein and contingent upon the clearing of the Settlement Payment and the occurrence of the Effective Date (defined herein), the Plan Administrator, on behalf of herself in her capacity as Plan Administrator and on behalf of GDII and Hanover Street (collectively, the "Debtors"), their respective bankruptcy estates (the "Estates"), and all of the Estates' representatives, agents, attorneys, employees, successors, and assigns, but only in their capacity as representatives, agents, attorneys, employees, successors, and assigns of the Estates (collectively, the "Trustee Release Parties") does hereby forever release and discharge TD Bank and its affiliates, parents, predecessors, subsidiaries, successors, assigns and insurers (as defined above and including Nordstrom, Inc., TD Bank USA, N.A., TD Bank, N.A. and TD Bank US Holding Company), Divel, and any of their respective agents, officers, directors, representatives, assigns, managers, employees and attorneys from any actions, causes of action, suits, debts, sums of money, accounts, damages, attorney's fees, expenses, fines, penalties, liabilities, losses, claims and demands whatsoever, in law or in equity, which the Trustee Release Parties ever had, now has or hereafter can, shall or may have, whether known or unknown, arising out of or in any way related to acts or omissions relating to the Claims, the Adversary Proceeding and/or the Account.

1.4. TD Bank s Release. Except for the obligations imposed herein and contingent upon the clearing of the Settlement Payment and the occurrence of the Effective Date (defined herein), TD Bank, on behalf of itself, its successors or assigns, does hereby forever release and discharge the Trustee Release Parties and Divel, as well as their respective professionals, from any actions, causes of action, suits, debts, sums of money, accounts, damages, claims and demands whatsoever, in law or in equity, which TD Bank ever had, now has or hereafter can, shall or may have, from the beginning of time through and including the date of execution of this Agreement arising out of or related to the Claims, the Third Party Complaint and/or the Adversary Proceeding. The release provided for by TD Bank herein includes a waiver of any claim that it might have in the Bankruptcy Case under 11 U.S.C. § 502(h). Except for the Third-Party Complaint claims concerning the Transfers, TD Bank does not release any other claims against Divel relating to the Account.

1.5. Divel s Release. Except for the obligations imposed herein and contingent upon the clearing of the Settlement Payment and the occurrence of the Effective Date (defined herein), Divel does hereby forever release and discharge TD Bank and its affiliates, parents, predecessors, subsidiaries, successors, assigns and insurers (as defined above and including Nordstrom, Inc., TD Bank USA, N.A., TD Bank, N.A. and TD Bank US Holding Company), and any of its or their respective agents, officers, directors, representatives, assigns, managers, employees and attorneys from any actions, causes of action, suits, debts, sums of money, accounts, damages, attorney's fees, expenses, finds, penalties, liabilities, losses, claims and demands whatsoever, in law or in equity, which Divel ever had, now has or hereafter can, shall or may have, whether known or unknown, from the beginning of time through and including the date of execution of this Agreement, arising out of or in any way related to acts or omissions relating to the Claims, the Third-Party Complaint, the Adversary Proceeding and/or the Account.

1.6. Approval of Agreement. The Plan Administrator shall, at the earliest possible date, file a motion with the Bankruptcy Court seeking entry of an Order authorizing the Plan Administrator to settle the Claims in accordance with the terms and conditions provided for in this Agreement (the "Approval Order"). Notwithstanding anything contained herein to the contrary, this Agreement shall only become effective upon the Approval Order becoming a final, non-appealable Order (the "Effective Date").

1. . Dismissal. Upon clearing of the Settlement Payment and the occurrence of the Effective Date, the Plan Administrator, TD Bank, and Divel shall file a joint stipulation pursuant to Fed. R. Civ. P. 41(a)(1)(ii), as made applicable by Fed. R. Bankr. P. 7041, dismissing with prejudice the Adversary Proceeding.

2. Miscellaneous.

2.1. Cooperation, Further Assurances. The Parties agree to execute and deliver such instruments and take such further actions as another party may, from time to time, reasonably request in order to effectuate the purposes and to carry out the terms of this Agreement.

2.2. E press Understandings. It is expressly understood that: (a) this Agreement is a compromise of disputed claims; (b) this Agreement's terms, and its underlying settlement, are not and shall not constitute or be construed or considered as: (i) an admission of the truth, correctness or validity of any of the Claims, or any other claims; (ii) an admission by TD Bank for any other purpose; or (iii) evidence of liability; (c) the releases in Sections 1.3-1.5 above constitute a full and final release of all claims covered by this Agreement and are valid and enforceable even if a court or tribunal determines other terms of this Agreement to be invalid or unenforceable; and (d) this Agreement is signed based on its written terms and without reliance on any other statement, representation or promise by the Parties, or any of their/his representatives, and the Parties expressly deny making any such statements, promises or representations.

2.3. Costs E penses and Fees. The Parties each shall bear their own costs, expenses and attorney's fees for the Adversary Proceeding and all related matters, including the negotiations and drafting of this Agreement and their respective tax consequences of this Agreement.

2.4. Entire Agreement. This Agreement shall constitute the entire agreement among the Parties with respect to the subject matter hereof and shall supersede all prior negotiations, agreements, arrangements and understandings, both oral and written, between the Parties with respect to such matter.

2.5. Amendment. This Agreement may not be amended or modified in any respect, except by the mutual written agreement of the Parties (and, if required, approved by the Bankruptcy Court).

2.6. Waivers and Remedies. The waiver by any of the Parties of any other Party's prompt and complete performance, or breach or violation, of any provision of this Agreement shall not operate nor be construed as a waiver of any subsequent breach or violation, and the waiver by any of the Parties of the right to exercise any right or remedy that it may possess hereunder shall not operate nor be construed as a bar to the exercise of any right or remedy by such Party upon the occurrence of any subsequent breach or violation.

2. . Governing Law . The laws of the State of Maryland shall govern the rights and obligations of the Parties under this Agreement, as well as the interpretation and construction and enforceability thereof, and any issues relating to the transactions contemplated herein, without giving effect to the principles of conflicts of laws that would require the application of laws of another jurisdiction. The Parties acknowledge and agree that the Bankruptcy Court shall have the exclusive jurisdiction over this Agreement and that any claims arising out of or related in any manner to this Agreement shall be properly brought only before the Bankruptcy Court.

2. . Counterparts. This Agreement may be executed in separate counterparts, each of which shall be an enforceable document, but all of which together shall constitute one and the same document. In the event that any signature is delivered by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing with the same force and effect as if such ".pdf" signature page were an original thereof.

2.9. Rule of Construction. The Parties acknowledge that each Party and its counsel have reviewed this Agreement and the Parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

2.10. Captions and Headings. The captions, headings and titles in this Agreement are inserted only as a matter of convenience and for reference and in no way define or limit the scope of this Agreement, and shall not be used in construing this Agreement.


2.11. Binding Effect. This Agreement shall not be binding in any way upon the Parties unless (a) each Party executes and delivers the Agreement to the other, (b) the Approval Order is entered by the Bankruptcy Court, and (c) the Settlement Payment is remitted to the Plan Administrator and is not returned for insufficient funds or for any other reason.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

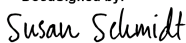
WITNESS

_____(SEAL)
By: Patricia B. Jefferson, Plan Administrator
for the estate of 1401 S. Hanover Street,
LLC

WITNESS

DocuSigned by:

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TD BANK USA, N.A.

DocuSigned by:

CDDDFEC9FA60420... (SEAL)
By: Susan Schmidt SVP Partnerships

WITNESS

_____(SEAL)
GEORGE L. DIVEL, III

2. . Governing La . The laws of the State of Maryland shall govern the rights and obligations of the Parties under this Agreement, as well as the interpretation and construction and enforceability thereof, and any issues relating to the transactions contemplated herein, without giving effect to the principles of conflicts of laws that would require the application of laws of another jurisdiction. The Parties acknowledge and agree that the Bankruptcy Court shall have the exclusive jurisdiction over this Agreement and that any claims arising out of or related in any manner to this Agreement shall be properly brought only before the Bankruptcy Court.

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2.11. Binding Effect. This Agreement shall not be binding in any way upon the Parties unless (a) each Party executes and delivers the Agreement to the other, (b) the Approval Order is entered by the Bankruptcy Court, and (c) the Settlement Payment is remitted to the Plan Administrator and is not returned for insufficient funds or for any other reason.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

WITNESS



(SEAL)

By: Patricia B. Jefferson, Plan Administrator
for the estate of 1401 S. Hanover Street,
LLC

WITNESS

TD BANK USA, N.A.

(SEAL)

By:

WITNESS





(SEAL)

GEORGE L. DIVEL, III

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MARYLAND
(Baltimore Division)**

In re:

G.D. III, INC.,

**12-16 S. PATTERSON PARK AVENUE
DEVELOPMENT, LLC,**

1401 S. HANOVER STREET, LLC,

Debtors.

Jointly Administered Under

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Chapter 11

**PATRICIA B. JEFFERSON, CHAPTER 11
TRUSTEE OF G.D. III, INC.,**

and

1401 S. HANOVER STREET, LLC,

Plaintiffs,

v.

TD BANK, N.A.,

Defendant/Third-Party Plaintiff,

Adversary No. 25-00101

v.

GEORGE L. DIVEL, III,

Third-Party Defendant.

**ORDER GRANTING MOTION BY PLAN ADMINISTRATOR
FOR APPROVAL OF SETTLEMENT
AGREEMENT WITH TD BANK USA, N.A. AND GEORGE L. DIVEL, III**

Upon consideration of the Motion by Plan Administrator for Approval of Settlement Agreement with TD Bank USA, N.A. and George L. Divel, III (the “Motion”), and no opposition to the Motion having been filed, and having determined that the proposed settlement at issue in the Motion is in the best interests of the estate, it is, by the United States Bankruptcy Court for the District of Maryland,

ORDERED, that the Motion is hereby GRANTED; and it is further

ORDERED, that the terms of the settlement agreement by and between the parties dated December 8, 2025, attached to the Motion as Exhibit A (the “Settlement Agreement”), be and are hereby approved; and it is further

ORDERED, that Patricia B. Jefferson, Plan Administrator for the Bankruptcy Estate of G.D. III and 1401 S. Hanover Street, LLC, may take any and all actions necessary and appropriate to effectuate and consummate the Settlement Agreement.

cc: Marie Bauer, Esq., *via CM/ECF*

Timothy J. Mummert, Esq., *via CM/ECF*

Office of the United States Trustee
ATTN: Hugh M. Bernstein, Esq.
101 West Lombard Street, Suite 2625
Baltimore, Maryland 21201

G.D. III, Inc.
201-A S. Easton St.
Baltimore, Maryland 21224

END OF ORDER

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MARYLAND
(Baltimore Division)**

In re:

G.D. III, INC.,

**12-16 S. PATTERSON PARK AVENUE
DEVELOPMENT, LLC,**

1401 S. HANOVER STREET, LLC,

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Jointly Administered Under

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Chapter 11

**PATRICIA B. JEFFERSON, CHAPTER 11
TRUSTEE OF G.D. III, INC.,**

and

1401 S. HANOVER STREET, LLC,

Plaintiffs,

v.

TD BANK, N.A.,

Defendant/Third-Party Plaintiff,

v.

GEORGE L. DIVEL, III,

Third-Party Defendant.

Adversary No. 25-00101

**NOTICE OF MOTION BY PLAN ADMINISTRATOR
FOR APPROVAL OF SETTLEMENT AGREEMENT WITH
TD BANK USA, N.A. AND GEORGE L. DIVEL, III**

TO CREDITORS AND PARTIES IN INTEREST:

PLEASE TAKE NOTICE that Patricia B. Jefferson, the Plan Administrator, has filed a motion seeking the approval of a settlement agreement resolving the above-captioned adversary proceeding (the “Motion”). A copy of that Motion is attached.

NOTICE IS FURTHER GIVEN that your rights may be affected by the Motion. You should read the Motion carefully and discuss it with your attorney. If you do not have an attorney, you may wish to consult one. Objections to the Motion must be filed within twenty-one (21) days from the date of this Notice with the Office of the Clerk, United States Courthouse, United States Bankruptcy Court, 101 W. Lombard Street, Suite 8530, Baltimore, Maryland 21201. A copy of any objection must be served on the undersigned and upon the Office of the United States Trustee, 101 W. Lombard Street, Suite 2625, Baltimore, Maryland 21201. If objections are filed, they must contain a complete specification of factual and legal grounds upon which they are based. If no objections are timely filed, the Court may act upon the Settlement Agreement without conducting a hearing and approve the proposed Settlement Agreement without further notice. The Court, in its discretion, may conduct a hearing or determine the matter without a hearing regardless of whether an objection is filed. Parties desiring further information may contact the undersigned counsel.

Date: December 8, 2025

/s/ Craig B. Leavers

Craig B. Leavers, Bar No. 26914
The Law Offices of Craig B. Leavers, LLC
P.O. Box 306
Cockeysville, Maryland 21030
Phone: (443) 318-4526
Craig@LeaversLaw.com

*Attorney for Patricia B. Jefferson,
Plan Administrator*

CERTIFICATE OF MAILING

I HEREBY CERTIFY that on the 8th day of December, 2025, a copy of the foregoing was served on the parties listed below by electronic service via CM/ECF:

Marie Bauer, Esq.
Duane Morris LLP
1201 Wills Street, Suite 330
Baltimore, MD 21231-3805
(Attorney for Defendant, TD Bank USA, N.A.)

Timothy J. Mummert, Esq.
7348 Ritchie Highway
Glen Burnie, Maryland 21061
*(Attorney for Third-Party Defendant,
George L. Divel III and for Debtor, G.D. III, Inc.)*

And on the parties listed below by first class mail, postage prepaid:

Office of the United States Trustee
ATTN: Hugh M. Bernstein, Esq.
101 West Lombard Street, Suite 2625
Baltimore, Maryland 21201

G.D. III, Inc.
201-A S. Easton St.
Baltimore, Maryland 21224
(Debtor)

/s/ Craig B. Leavers
Craig B. Leavers