

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

SG STONEGATE ASSET COMPANY I, LLC,
a Delaware limited liability company,

Plaintiff,

v.

GSC ENTERPRISES, INC., a California
corporation, *et al.*,

Defendants.

No. 1:25-cv-07909

Hon. Manish S. Shah

**ORDER GRANTING RECEIVER'S MOTION TO APPROVE
STIPULATION WITH JPMORGAN CHASE BANK, N.A.**


This matter coming before the Court upon the motion (“Motion”) * of Matthew Brash of Newpoint Advisors Corporation, not individually, but solely in his capacity as receiver (“Receiver”) in the above-captioned action, for entry of an order approving the Stipulation between the Receiver and JPMorgan Chase Bank, N.A. attached hereto as **Exhibit 1**; the Court having reviewed the Motion and determined that granting the relief requested therein is in the best interests of the Receivership Estate; it appearing that due and proper notice of the Motion having been given and no other or further notice is necessary; IT IS HEREBY ORDERED THAT:

1. The Motion is granted.
2. The Stipulation, which is incorporated herein by this reference, is approved.
3. The Receiver is authorized to take any and all actions necessary or appropriate to effectuate the terms and provisions of this Order and the Stipulation.
4. This Order and the Stipulation shall be effective and enforceable immediately upon entry.

* Capitalized terms not defined herein shall have the meanings ascribed to them in the Motion.

5. This Court shall retain jurisdiction over any matters related to or arising from the implementation of this Order and the Stipulation.

Dated: October 30, 2025
Chicago, Illinois



Honorable Manish S. Shah
United States District Court Judge

EXHIBIT 1

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SG STONEGATE ASSET COMPANY I, LLC,
a Delaware limited liability company,

Plaintiff,

v.

GSC ENTERPRISES, INC., a California
corporation, *et al.*,

Defendants.

No. 1:25-cv-07909

Hon. Manish S. Shah

Hon. M. David Weisman

**STIPULATION AUTHORIZING JPMORGAN CHASE BANK, N.A.
TO APPLY AND RETAIN CERTAIN PRE-RECEIVERSHIP COLLATERAL
AND REMIT BALANCE TO RECEIVER**

This Stipulation (the “Stipulation”) is made and entered into this 28th day of October by and between Matthew Brash of Newpoint Advisors Corporation, not individually, but solely in his capacity as receiver (“Receiver”) of the defendants in the above-captioned action,¹ and JPMorgan Chase Bank, N.A. (“Chase,” and together with the Receiver, the “Parties”) as follows:

RECITALS

A. On July 11, 2025, plaintiff SG Stonegate Asset Company I, LLC commenced the above-captioned action by filing a Complaint against Defendants in the United States District Court for the Northern District of Illinois (“Court”).

B. On July 15, 2025 (the “Appointment Date”), the Court entered the *Order Appointing Limited Receiver* [ECF No. 7], as subsequently amended by the Court’s *Amended*

¹ The defendants in this action are GSC Enterprises, Inc.; GSC Logistics, Inc. (“GSC Logistics”); Best Way Trucking, Inc. (“Best Way”); GSC National Transportation, Inc. (“GSC National”); GSC Solutions, Inc. (“GSC Solutions”); GSC Transport, Inc. (“GSC Transport”); Macmillan-Piper LLC; Tacoma Transload LLC; GSC Logistics Norcal Brokerage, Inc. (“GSC NorCal”); and GSC Logistics PNW Brokerage, Inc. (“GSC PNW”) (collectively, “Defendants”).

Order Appointing Receiver, dated July 31, 2025 (“Receivership Order”)² [ECF No. 52], appointing Matthew Brash as the receiver over Defendants and their property.

C. On or about August 8, 2022, GSC Logistics entered into an Application and Agreement for Irrevocable Standby Letter of Credit, dated June 22, 2022 (“Protective LC Agreement”) requesting that Chase issue a letter of credit on behalf of GSC Logistics for the benefit of Protective Insurance Company (“Protective”) in the amount of \$108,061.00. On or about August 8, 2022, Chase issued an Irrevocable Standby Letter of Credit for the benefit of Protective in the amount of \$108,061.00 (the “Protective LC”).

D. On or about August 2, 2022, GSC Logistics entered into an Application and Agreement for Irrevocable Standby Letter of Credit, dated June 22, 2022 (“Tacoma LC Agreement,” and together with the Protective LC Agreement, the “LC Agreements”) requesting that Chase issue a letter of credit on behalf of Best Way d/b/a GSC Logistics for the benefit of the Port of Tacoma in the original face amount of \$163,158.00. On or about August 4, 2022, Chase issued an Irrevocable Standby Letter of Credit for the benefit of the Port of Tacoma in the original face amount of \$163,158.00 (as amended, the “Port of Tacoma LC”, and together with the Protective LC, the “LCs”).

E. On or about October 17, 2022, GSC Logistics entered into a Commercial Card Application and Agreement for commercial credit card services from Chase (“Commercial Card Agreement”). Pursuant to the Commercial Card Agreement, Chase issued commercial credit cards to GSC Logistics and its Affiliates (as defined in the Commercial Card Agreement). Pursuant to the Commercial Card Agreement, GSC Logistics is the principal obligor for all obligations under

² Capitalized terms not otherwise defined herein carry the same meaning ascribed to them in the Receivership Order.

the Commercial Card Agreement, including as principal obligor with respect to all payment and other obligations as the same relate to its Affiliates.

F. On or about February 29, 2024, GSC Logistics executed an Assignment of Deposit Account, dated February 14, 2024 that assigned Acct. No. ending in 3585 (“Collateral Account-3585”) to Chase as collateral to secure the payment and performance of the Liabilities (as defined therein) of various obligations of GSC Logistics, GSC National, GSC Solutions, GSC NorCal, GSC PNW and Best Way (collectively, the “GSC Borrowers”). The Liabilities include the GSC Borrowers’ obligations under the LC Agreements, the LCs, and the Commercial Card Agreement.

G. On or about October 1, 2024, GSC Logistics executed an Assignment of Deposit Account, dated September 19, 2024 that assigned Acct. No. ending in 1056 (the “Collateral Account-1056”) to Chase as collateral to secure the payment and performance of the Liabilities (as defined therein) of various obligations of GSC Logistics. The Liabilities include GSC Logistics’ obligations under the LC Agreements, the LCs, and the Commercial Card Agreement.

H. As of September 30, 2025, the Chase deposit accounts (the “Deposit Accounts”) held the following balances:³

Collateral Account-1056:	\$346,327.26
Collateral Account-3585:	\$79,359.28
National Account-x0796:	\$458.08
Solutions Account-x8773 :	(\$61,095.08)
Transport Account-x9572:	(\$5,276.89)

I. As of September 30, 2025, the aggregate balance owed to Chase by GSC Logistics under the Credit Card Accounts was \$36,686.29 (the “Credit Card Balance”).

J. On September 23, 2025, the Port of Tacoma LC was closed.

K. As of October 23, 2025, Protective has not drawn on the Protective LC.

³ There are also additional deposit and/or sweep accounts for Defendants at Chase that had a zero balance as of September 30, 2025.

STIPULATION

NOW, THEREFORE, based upon the foregoing and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Receiver and Chase, intending to be legally bound, agree as follows:

1. The recitals set forth above are true and correct statements and are incorporated into, and shall constitute a material part of, this Stipulation.

2. This Stipulation is subject to the approval of the Court and shall be of no force and effect unless and until an order approving this Stipulation has been entered by the Court (“Approval Order”).

3. Chase is authorized to apply \$36,686.29 from Collateral Account-1056 in satisfaction of the Credit Card Balance.

4. Chase is authorized to apply \$61,095.08 from Collateral Account-3585 in satisfaction of the overdraft in Account No. x8733.

5. Chase shall remit the amount of \$196,176.92 from Collateral Account-1056, \$458.08 from National Account-x0796, and the amount of \$18,264.20 from Collateral Account-3585 to the Receiver within 10 business days following the entry by the Court of an order approving this Stipulation.

6. Chase shall be authorized to retain \$113,464.05 in Collateral Account-1056 as security for any obligations of GSC Logistics under the Protective LC and the Protective LC Agreement.

7. With respect to the Protective LC:

a. If the Protective LC is cancelled, Chase shall be authorized to apply funds held in Collateral Account-1056 to any outstanding obligations under the Protective LC and Protective LC Agreement, notwithstanding any applicable stay imposed by the Court, and then

shall remit remaining amounts, if any, in Collateral Account-1056 pursuant to instructions of the Receiver.

b. If the face amount of the Protective LC is reduced, Chase shall be authorized to apply funds held in Collateral Account-1056 to any outstanding obligations under the Protective LC and Protective LC Agreement, notwithstanding any applicable stay imposed by the Court; shall be authorized to retain an amount equal to 105% of the reduced face amount of the Protective LC; and shall remit the remaining balance, if any, in Collateral Account-1056 pursuant to instructions of the Receiver.

c. If Protective draws on the Protective LC or any fees or expenses under the Protective LC or the Protective LC Agreement arise in the ordinary course, Chase shall be authorized to apply the funds held in Collateral Account-1056 to satisfy the draw request and any outstanding fees and expenses pursuant to the terms of the Protective LC Agreement and the Protective LC, notwithstanding any applicable stay imposed by the Court. Chase shall be authorized to retain cash collateral in an amount equal to 105% of the remaining face amount of the Protective LC and shall remit the remaining balance in Collateral Account-1056, if any, pursuant to instructions of the Receiver.

8. Chase will remit all funds due to the Receiver under Paragraph 7 of this Stipulation within 10 business days of the cancelation of, reduction in face amount of, or draw on the Protective LC, as applicable.

9. Chase shall have an allowed unsecured claim against GSC Transport in the amount of \$5,276.89 on account of the overdraft in the GSC Transport Account-x9572, and such claim shall be treated as if a proof of claim had been properly and timely filed by Chase. Chase shall have allowed secured claims in the amounts of \$36,686.29 against GSC Logistics and \$61,095.08 against GSC Solutions, respectively, each as described herein; such claims shall be treated as if a proof of claim had been properly and timely filed by Chase; and such claims shall be deemed satisfied in full pursuant to the treatment set forth in this Stipulation. Chase shall have a contingent secured claim on account of GSC Logistics' obligations under the Protective LC and the Protective LC Agreement in an amount not to exceed \$113,464.05, with any obligations of GSC Logistics

over such amount to be treated as an unsecured deficiency claim, and such secured and unsecured claims against GSC Logistics shall be treated as if a proof of claim had been properly and timely filed by Chase.

10. In the event that the Court does not enter the Approval Order, then this Stipulation shall automatically terminate and be of no further force or effect. In the motion seeking approval of this Stipulation (the “Approval Motion”), the Receiver shall request that the Court grant Chase an additional 14 days from the entry of any order denying the Approval Motion (“Proof of Claim Deadline”) to file a proof of claim in these proceedings on account of the claims set forth in this Stipulation, and a filing before such Proof of Claim Deadline shall be considered timely filed. If this Stipulation terminates as provided herein, the Parties acknowledge and agree that this Stipulation, and all negotiations and proceedings connected therewith, shall be without prejudice to the rights and remedies of the Parties, and no part of this Stipulation, any statement by the Parties, or any finding of fact or conclusion of law related thereto may be used in any manner by the Parties in any action, suit or proceeding as evidence of the respective rights, liabilities, duties, or obligations of the Parties hereto.

11. The Parties hereto participated equally in the drafting of this Stipulation, and the rule of law which provides that ambiguities shall be construed against the drafting party in interpreting written instruments shall not be applicable to, or used in, resolving any dispute over the meaning or intent of this Stipulation.

12. With the exception of the specific obligations, consents, and releases expressly set forth herein, the Parties’ acceptance and execution of this Stipulation shall not be deemed an admission of liability by either of the Parties.

13. The Parties represent and warrant that they have full authority to enter into this Stipulation and to consummate the transactions provided by this Stipulation, subject only in the Receiver's case to entry of the Approval Order.

14. This Stipulation may not be modified except as mutually agreed to in writing or as ordered by the Court.

15. This Stipulation shall be governed by and construed in accordance with Illinois law, except to the extent the federal law requires a different result, in which case the provisions of federal law shall be controlling, in each case to the maximum extent applicable, without regard to any conflict or choice of law provisions.

16. All of the terms, covenants and conditions herein contained shall inure to the benefit of and be binding upon each of the Parties hereto, their successors and assigns.

17. This Stipulation sets forth the entire agreement of the Parties and supersedes all prior and contemporaneous agreements between the Parties relating to the subject matter contained herein.

18. The failure of either Party to exercise any right hereunder or under the Receivership Order shall not operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise hereof or the exercise of any other right.

19. Any disputes regarding the implementation or interpretation of this Stipulation shall be submitted to the Court for resolution.

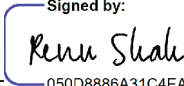
20. This Stipulation may be executed in counterparts, each of which shall be deemed an original and such counterparts shall together constitute a single agreement. Any signature, including an electronic signature, shall be deemed an original signature of this Stipulation.

WHEREFORE, the undersigned have executed this Stipulation on behalf of the Parties
hereto as of the date set forth above.

Matthew Brash of Newpoint Advisors
Corporation, not individually, but solely in
his capacity as Receiver

JPMorgan Chase Bank, N.A.

By: 
884F2ECFE8E5444...
Matthew Brash, Receiver

By: 
050D8886A31C4EA...
Renu P. Shah
V.P. & Assist. General Counsel
JPMorgan Chase
10 South Dearborn, 6th Floor
Chicago, IL 60603
(312) 732-2715
renu.p.shah@jpmchase.com