

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

AGDP HOLDING INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 25-11446 (MFW)

(Jointly Administered)

Ref: Docket No. 597

**ORDER PURSUANT TO SECTIONS 105 AND 363(b) OF THE
BANKRUPTCY CODE AND BANKRUPTCY RULE 9019 FOR AN
ORDER APPROVING AND AUTHORIZING THE SETTLEMENT BY
AND AMONG (I) THE DEBTORS, (II) THE BROCKMOLE PLAINTIFFS,
(III) THE PALIE PLAINTIFFS, AND (IV) THE TING PLAINTIFFS**

Upon consideration of the motion (the “Motion”)² of the above-captioned affiliated debtors and debtors in possession (collectively, the “Debtors”), for entry of an order pursuant to sections 105(a) and 363(b) of the Bankruptcy Code and Bankruptcy Rule 9019 (i) approving the *Stipulation Granting the Putative Class Plaintiffs Limited Relief from Automatic Stay* (the “Stipulation”) attached hereto as **Exhibit 1**, by and among the Debtors and the Putative Class Plaintiffs; and (ii) granting related relief, as more fully described in the Motion; and upon consideration of the Motion; and due and proper notice of the Motion having been given; and it appearing that no other or further notice of the Motion is required; and it appearing that the Court has jurisdiction to consider the Motion in accordance with 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order; and it appearing that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and it appearing that venue of this proceeding and the Motion is proper pursuant to 28 U.S.C. §§ 1408

¹ The Debtors in these chapter 11 cases, together with the last four digits of the Debtors’ federal tax identification number, are AGDP Holding Inc. (6504); Avant Gardner, LLC (6504); AG Management Pool LLC (9962); EZ Festivals LLC (8854); Made Event LLC (6272); and Reynard Productions, LLC (5431). The Debtors’ service address is 140 Stewart Ave, Brooklyn, NY 11237, Attn: General Counsel.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.



and 1409; and it appearing that the relief requested in the Motion and provided for herein is in the best interest of the Debtors, their estates and creditors; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Motion is GRANTED, as set forth herein.
2. The Stipulation is approved in its entirety pursuant to sections 105(a) and 363(b) of the Bankruptcy Code and Bankruptcy Rule 9019.
3. The Debtors and their claims and noticing agent are authorized to take any actions necessary to implement the terms of the Stipulation.
4. Notwithstanding any applicability of Bankruptcy Rule 6004(h), the terms and conditions of this Order shall be effective and enforceable immediately upon its entry.
5. This Court shall retain jurisdiction to hear any and all disputes arising out of the implementation, interpretation, or enforcement of this Order.

Dated: March 9th, 2026
Wilmington, Delaware

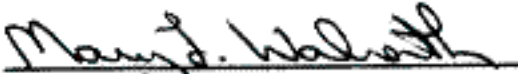

MARY F. WALRATH
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Stipulation

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

AGDP HOLDING INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 25-11446 (MFW)

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**STIPULATION GRANTING THE PUTATIVE CLASS
PLAINTIFFS LIMITED RELIEF FROM AUTOMATIC STAY**

This stipulation and agreement (the “Stipulation”) is entered into by and among the above-captioned debtors and debtors in possession (collectively, the “Debtors”), and putative class plaintiffs Nicole Brockmole, Lauren Bair, and Nick Ercklentz (the “Brockmole Plaintiffs”); putative class plaintiffs Anthony Palie, Dakota Bedell, Carl Corbo, Annabel Gould, Dolores Thompson, and Bridgette Winkelmann (the “Palie Plaintiffs”); and putative class plaintiffs Billy Ting, Duoc Vo, Garry Huang, Jeffrey Wang, Joshua Chin, and Willy Ngo (the “Ting Plaintiffs,” and together with the Brockmole Plaintiffs, the Palie Plaintiffs, and other similarly situated individuals, the “Putative Class Plaintiffs”). The Debtors and the Putative Class Plaintiffs may each be referred to as a “Party,” and together the “Parties,” in this Stipulation.

BACKGROUND

A. Case Background

On August 4, 2025 (the “Petition Date”), each of the Debtors filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”). On August 5, 2025, the United States Bankruptcy Court for the District of Delaware (the “Court”) entered an

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order directing the joint administration of these chapter 11 cases pursuant to Bankruptcy Rule 1015(b) [D.I. 33]. On August 18, 2025, the Office of the United States Trustee for the District of Delaware appointed an official committee of unsecured creditors [D.I. 73].

On September 2, 2025, the Court entered the *Order (I) Establishing Bar Dates for Filing Proofs of Prepetition Claims, including Section 503(b)(9) Claims; (II) Approving the Form and Manner of Notice Thereof; and (III) Granting Related Relief* [D.I. 131] which established October 31, 2025 at 5:00 p.m. (ET) as the final date and time for each entity (including, without limitation, individuals, partnerships, corporations, joint ventures, and trusts), other than any governmental units, to file, among other things, a proof of claim in these chapter 11 cases on account of a prepetition claim.

On October 15, 2025, the Debtors filed the *Joint Chapter 11 Plan of Liquidation for AGDP Holding Inc. and Its Affiliated Debtors* [D.I. 317, 404 & 459] (as may be amended, modified or supplemented, the “Plan”),² and the *Disclosure Statement for the Joint Chapter 11 Plan of Liquidation for AGDP Holding Inc. and Its Affiliated Debtors* [D.I. 318].

On November 4, 2025, the Court entered the *Order (I) Approving (A) the Adequacy of the Disclosure Statement on an Interim Basis; (B) the Solicitation and Notice Procedures with Respect to Confirmation of the Debtors’ Joint Chapter 11 Plan; and (C) the Forms of Ballots and Notices in Connection Therewith; (II) Scheduling Certain Dates with Respect Thereto; and (III) Granting Related Relief* [D.I. 400].

B. The Claims

Between September 13, 2023, and October 5, 2023, the Putative Class Plaintiffs, on behalf of themselves and all others similarly situated, filed separate civil class action complaints

² Capitalized terms used but otherwise not defined herein shall have the meanings ascribed to them in the Plan.

(collectively, the “Complaint”) in the United States District Court for the Southern District of New York that were substantially consolidated under the caption *Nicole Brockmole, et al. v. EZ Festivals LLC, et al.*, Case No. 1:23-cv-08106 (the “SDNY Action”).

The Complaint asserts breach of contract claims on behalf of a putative class of individuals which arise out of the 2023 Electric Zoo Festival (“EZoo Festival”) held on September 1, 2023, through September 3, 2023.

The prosecution of the SDNY Action was stayed on the Petition Date pursuant to the operation of the automatic stay set forth in section 362(d) of the Bankruptcy Code (the “Automatic Stay”).

On August 19 through August 21, 2025, and on September 11, 2025, the Palie Plaintiffs proof of claim numbers 17, 20, 23, 24 & 52 in the amount of \$11,000,000.00, (the “Palie Claim”) on behalf of the entire putative class.

On September 9, 2025, the Brockmole Plaintiffs filed proof of claim number 48 in the amount of \$13,398,433.00 (the “Brockmole Claim”) on behalf of the entire putative class.

13. On October 29, 2025, the Ting Plaintiffs filed proof of claim numbers 213, 214, 215 & 216 for an unliquidated amount on behalf of the entire putative class (the “Ting Claim” and together with the Palie Claim and the Brockmole Claim, the “Putative Class Proof of Claim”).

On October 2, 2025, the Brockmole Plaintiffs and the Palie Plaintiffs filed the *Motion of Putative Class Plaintiffs Nicole Brockmole, Lauren Bair and Nick Ercklentz, for Limited Relief from the Automatic Stay Pursuant to 11 U.S.C. § 362 Authorizing the District Court for the Southern District of New York to Adjudicate the Motion for Class Certification to be Filed by the Putative Class Plaintiffs and Allowing the Litigation to Proceed Against Non-Debtor Parties* [D.I. 268] (the “Motion”) seeking limited relief from the Automatic Stay.

On November 11, 2025, the Ting Plaintiffs filed the *Joinder of Putative Class Plaintiffs and Motion for an Order (I) Authorizing Putative Class Plaintiffs to File Motions for Class Certification and the Full Briefing Thereof by all Parties; (II) Authorizing the Adjudication of Motions for Class Certification; and (III) Allowing the Class Actions to Proceed against Non-Debtor Parties* [D.I. 418] (the “Joinder” and together with the Motion, the “Motions”).

The Parties engaged in good-faith negotiations and, as a result, the Debtors hereby consent to lift the Automatic Stay as to the Putative Class Plaintiffs as set forth below.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Stipulation and with the intent to be legally bound, the Parties hereby stipulate and agree as follows:

1. The following class is hereby recognized solely for purposes of these chapter 11 cases and the proof of claim process set forth in the Bar Date Motion: individuals who purchased but have not yet received refunds for the EZoo Festival, with two subclasses consisting of (a) all persons who purchased tickets for Friday, September 1, 2023 of the EZoo Festival and who have not yet received refunds, and (b) all persons who purchased tickets for Sunday, September 3, 2023 of the EZoo Festival and whose tickets were (i) not scanned, and (ii) not refunded. For the avoidance of doubt, the class excludes any individual who would claim a refund for a ticket to the Saturday, September 2, 2023 event of the EZoo Festival.

2. The sole and exclusive right and remedy of the Putative Class Plaintiffs regarding the enforcement of any claims, including the Putative Class Proof of Claim, causes of action, and damages asserted against the Debtors and its estates in the SDNY Action, including, without limitation, any judgment obtained by the Putative Class Plaintiffs in the SDNY Action against the Debtors and its estates, shall be limited to a general unsecured claim in the amount of \$4 million

(the “Allowed Claim”). Recovery or payment for the Allowed Claim will be paid pursuant to the terms of the Plan by the Liquidating Trust (as defined in the Plan) as a Class 4 General Unsecured Claim; *provided that*, subject to the terms of the applicable insurance policy, the Allowed Claim may be paid from to any available insurance proceeds.

3. The balance of the relief requested in the Motions is hereby deemed resolved and withdrawn.

4. The Putative Class Plaintiffs represent and warrant that the Putative Class Plaintiffs have not sold, assigned, pledged, or otherwise transferred, in whole or in part, any claims or causes of actions alleged in the Complaint.

5. The undersigned are duly authorized and empowered to execute this Stipulation.

6. The Parties have participated in and jointly consented to the drafting of this Stipulation, and any claimed ambiguity shall not be construed for or against either of the Parties on account of such drafting.

7. This Stipulation and all of its terms shall be binding upon and shall inure to the benefit of the Parties and each of their respective executors, heirs, permitted successors and assigns, and all persons and entities claiming by or through the Parties.

8. During the pendency of these chapter 11 cases, the Parties expressly consent and submit to the jurisdiction of the Court over any actions or proceedings relating to the enforcement or interpretation of this Stipulation and any Party bringing such action or proceeding shall bring such action or proceeding in the Court. The Parties consent to the Court entering a final judgment determining such matter and agree that a final judgment in any such action or proceeding, including all appeals, shall be conclusive and may be enforced in other jurisdictions (including any foreign jurisdictions) by suit on the judgment or in any other manner provided by applicable law.

9. This Stipulation and all claims and disputes arising out of or in connection with this Stipulation shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to choice of law principles to the extent such principles would apply a law other than that of the State of Delaware.

11. Except as otherwise provided herein, this Stipulation constitutes the entire agreement of the Parties concerning the subject matter hereof and supersedes any and all prior or contemporaneous agreements among the Parties concerning such subject matter. The Parties acknowledge that this Stipulation is not being executed in reliance on any oral or written agreement, promise or representation not contained herein. Any amendment to this Stipulation must be in a writing signed by both of the Parties.

12. This Stipulation may be executed in counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of both of the Parties need not appear on the same counterpart.

IN WITNESS WHEREOF, this Stipulation has been executed and delivered as of the day and year first below written.

[Signature Page Follows]

Dated: February 19, 2026

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