

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:) Chapter 11
)
F21 OPCO, LLC, *et al.*,) Case No. 25-10469 (MFW)
)
Debtors.¹) (Jointly Administered)
)
) Re: Docket No. 594

**CERTIFICATION OF COUNSEL OF PROPOSED ORDER GRANTING MOTION
OF RANDI GLASHOFER FOR ORDER GRANTING RELIEF FROM THE
AUTOMATIC STAY AND/OR PLAN INJUNCTIONS**

Adam Hiller, counsel for Randi Glashofer (“Movant”), hereby certifies as follows:

1. On Court June 24, 2025, the Court entered the *Findings of Fact, Conclusions of Law, and Order Confirming the Debtors’ Amended Joint Plan Pursuant to Chapter 11 of the Bankruptcy Code* [D.I. 493] (the “Confirmation Order”) confirming the *Debtors’ Amended Joint Plan Pursuant to Chapter 11 of the Bankruptcy Code* [D.I. 343] (as supplemented and otherwise amended, the “Plan”). The Plan became effective on June 30, 2025 (the “Effective Date”).²

2. Pursuant to the Plan and Confirmation Order, on the Effective Date the Plan Administrator was appointed pursuant to the terms of that certain *Plan Administration Agreement* (the “PA Agreement”).³ The Plan Administrator is authorized, among other things, to compromise or settle claims in these chapter 11 cases without the need for any further approval or order.⁴

¹ The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: F21 OpCo, LLC (8773); F21 Puerto Rico, LLC (5906); and F21 GiftCo Management, LLC (6412). The Debtors’ address for purposes of service in these Chapter 11 Cases is 110 East 9th Street, Suite A500, Los Angeles, CA 90079.

² See *Notice of (I) Entry of Confirmation Order, (II) Occurrence of Effective Date, and (III) Final Deadlines for Filing Certain Claims* [D.I. 514].

³ The substantially final form of the PA Agreement was filed on June 13, 2025, as part of the *Notice of Filing of Fully Compiled Plan Supplement for the Debtors’ Amended Joint Plan Pursuant to Chapter 11 of the Bankruptcy Code* [D.I. 452], at Exhibit B.

⁴ See *PA Agreement*, at 2(b).



3. On August 15, 2025, Movant filed the *Motion for Relief From The Automatic Stay and/or Plan Injunctions* [D.I. No. 594] (the “Motion”).

4. Counsel for Movant and counsel for the Plan Administrator have reached agreement on a revised proposed from order (the “Proposed Order”) resolving the Motion. A true and correct copy of the Proposed Order is attached hereto as Exhibit “A”.

WHEREFORE, it is hereby respectfully requested that the Court enter the Proposed Order attached hereto as Exhibit A at its earliest convenience.

Dated: June 2, 2025
Wilmington, Delaware

HILLER LAW, LLC

/s/ Adam Hiller

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Attorneys for Movant, Randi Glashofer

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In re:)	Chapter 11
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F21 OPCO, LLC., <i>et al.</i> ,)	Case No. 25-10469 (MFW)
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Debtors ¹ .)	(Jointly Administered)
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)	Re: Docket No. 594

**ORDER GRANTING RANDI GLASHOFER’S MOTION FOR RELIEF
FROM THE AUTOMATIC STAY AND/OR PLAN INJUNCTIONS**

Upon consideration of *Randi Glashofer’s Motion for Relief From the Automatic Stay and/or Plan Injunctions* (the “Motion”), it is hereby ORDERED that:

1. The Motion is GRANTED as set forth herein.
2. The Movant² is granted relief from the automatic stay pursuant to section 362 of the Bankruptcy Code and relief from the Plan Injunctions for the sole and exclusive purpose of allowing the Movant to liquidate the Movant’s claims (collectively, the “Asserted Claim”) outside the Bankruptcy Court, including through prosecution of litigation in state court (the “State Court Action”) against the Debtors nominally, or against any other non-Debtor individuals or entities, including in any subsequent appeals, and to enforce judgment, including any alternative dispute resolution award or settlement, obtained on account of the Asserted Claim in the State Court Action (a “Judgment”) solely against any available proceeds under the Debtors’ applicable insurance policies, if any (such policies, as applicable, the “Insurance Policies”), and against any other non-Debtor individuals or entities.

¹ The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: F21 OpCo, LLC (8773); F21 Puerto Rico, LLC (5906); and F21 GiftCo Management, LLC (6412).

² Capitalized terms not defined herein shall have the meanings ascribed to them in the Motion.

3. Nothing in this Order is intended or shall be deemed to: (i) impair, modify, limit or expand the rights and duties of the Movant or the Debtors, if any, under the Insurance Policies; (ii) alter, amend or otherwise modify the terms and conditions of the Insurance Policies or any related agreements; (iii) create a direct right of action by the Movant against any of the Debtors' insurers under the Insurance Policies; (iv) preclude or limit, in any way, the rights of any insurer to contest and/or litigate the existence, primacy and/or scope of available coverage under the Insurance Policies or to otherwise assert any defenses to coverage; (v) constitute a determination or admission that coverage exists with respect to the Asserted Claim or the State Court Action; (vi) be a stipulation, agreement, warranty, or admission by the Debtors or their estates that (a) the Debtors or their estates are liable to the Movant for any amount or (b) the Asserted Claim and any related damages asserted by the Movant are covered, in whole or in part, under any of the Insurance Policies; or (vii) create a duty or obligation on the part of the Debtors and their estates, and any agents, attorneys, employees or other representatives thereof, to defend against the Asserted Claim or the State Court Action or to incur any costs (including, without limitation, on account of any self-insured retentions under the Insurance Policies) in connection therewith.

4. Except as explicitly provided for in this Order, the provisions of section 362 of the Bankruptcy Code, including, without limitation, the provisions thereof prohibiting execution, enforcement or collection of any Judgment, and the Plan Injunctions, shall remain in full force and effect. Neither the Movant, nor any of the Movant's agents, attorneys, employees or other representatives or any person or entity claiming by or through the Movant, shall ever attempt to cause any action to be taken to collect any portion of any Judgment from (i) the assets or properties of the Debtors and their estates; or (ii) the plan administrator appointed pursuant to the

Debtors' confirmed Plan and any successor thereto (the "Plan Administrator") or any funds administered by the Plan Administrator (the "Plan Administrator Funds"), other than from any available proceeds under the Insurance Policies. In consideration of the modification of the Plan Injunctions and the automatic stay pursuant to section 362 of the Bankruptcy Code except as otherwise expressly provided for in this Order, the Movant, on its own behalf and anyone by and through it, waives with prejudice and releases, and is permanently enjoined from seeking: (i) payment of any Judgment, award, settlement, claim, distribution or any other rights to recover from the assets or property of the Debtors, their estates, the Plan Administrator, or the Plan Administrator Funds, other than from any available proceeds under the Insurance Policies; and (ii) any right (if any) to receive any distributions under the Plan. Any proofs of claim filed by the Movant in the Debtors' chapter 11 cases, including (but not limited to) proof of claim number 613 filed on behalf of Randi Glashofer, shall be deemed withdrawn and expunged with prejudice without the need for any further action on the part of the Debtors and their estates, the Plan Administrator, the Movant, or this Court, and the claims agent in these chapter 11 cases is authorized to reflect such withdrawal in the claims register maintained in these proceedings. Movant shall take no action to enforce, collect, liquidate, or recover any Judgement received in connection with the State Court Action against the Plan Administrator, Plan Administrator Funds, the Debtors or the Debtors' estates. The withdrawal of all proofs of claim filed by the Movant in these proceedings as provided for herein shall not impair, prejudice, waive or otherwise affect the rights of the Movant as provided in this Order to prosecute the Asserted Claim in the State Court Action and to recover or receive payment on account of the Asserted Claim solely from the Debtors' Insurance Policies as provided for herein and/or any other non-Debtor individuals or entities.

5. Movant may only continue the State Court Action nominally against the Debtors, and neither the Plan Administrator, the Debtors, nor any affiliate of any of the foregoing shall be obligated to: (i) pay any amounts owed or awarded in connection with the State Court Action or the Asserted Claim, including, but not limited to, any monetary damages, insurance deductible, self-insured retention, or attorneys' fees and expenses; (ii) participate or otherwise expend any resources, financially or otherwise, in the State Court Action; (iii) comply with any insurance policy provisions regarding the State Court Action; or (iv) pay or otherwise satisfy (a) any self-insured retention or deductible liability; (b) any obligation to post any security or deposit with an insurer pursuant to the terms of any insurance policy; (c) any defense costs; (d) any Judgment; or (e) any other costs of any kind arising out of or related to the State Court Action, including, without limitation, costs associated with any discovery conducted in connection with the State Court Action.

6. The limited relief set forth herein shall not be construed as an admission of liability by the Plan Administrator, the Debtors, or the Debtors' estates, regarding any claim or cause of action arising from or in relation to the Asserted Claim or any other matter nor as an admission by Movant or any third party of the validity or application of any defense that might be asserted in connection with such claims or causes of action.

7. This Order shall become effective immediately upon entry by the Court and is not subject to the fourteen-day stay provided in Rule 4001(a)(3) of the Federal Rules of Bankruptcy Procedure.

8. This Court shall retain jurisdiction over any and all issues arising from or related to the implementation and interpretation of this Order.