

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

In re:

HRI HOLDING CORP., *et al.*,¹

Debtors.

Chapter 11

Case No. 19-12415 (MFW)
(Jointly Administered)

Related to Docket No. 979

**CERTIFICATION OF COUNSEL REGARDING STIPULATION BY AND BETWEEN
GRIFFIN T. FERRIGAN AND PLAN ADMINISTRATOR FOR ENTRY OF AN ORDER
GRANTING RELIEF FROM THE AUTOMATIC STAY**

I, Amy D. Brown of Gellert Scali Busenkell & Brown, LLC, counsel for the Plan

Administrator hereby certify as follows:

1. On July 18, 2023, Griffin T. Ferrigan filed *Creditor Griffin T. Ferrigan’s Motion for Relief from the Plan Injunction to Permit Resumption of Personal Injury Litigation* (“Motion”) [D.I. 979].

2. In order to avoid excessive costs and uncertainties, on July 28, 2023, the Plan Administrator and Griffin T. Ferrigan reached an agreement regarding the Motion which is memorialized in the *Stipulation by and between Griffin T. Ferrigan and Plan Administrator for Entry of an Order Granting Relief from the Automatic Stay* (the “Stipulation”). A true and correct copy of the Stipulation is attached hereto as Exhibit A.

¹ The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: HRI Holding Corp. (4677), Houlihan’s Restaurants, Inc. (8489), HDJG Corp. (3479), Red Steer, Inc. (2214), Houlihan’s of Ohio, Inc. (6410), HRI O’Fallon, Inc. (4539), Houlihan’s Texas Holdings, Inc. (5485). On November 17, 2021, the Court entered a final decree closing certain of the original affiliated Debtors’ Chapter 11 Cases [D.I. 883]. The Debtors’ mailing address is HRI Holdings Corp., c/o Saccullo Business Consulting, LLC, 27 Crimson King Drive, Bear, Delaware 19701.



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WHEREFORE, the Parties request that the Court enter the proposed order, attached hereto as Exhibit B, which reflects the terms of the Stipulation.

Dated: August 2, 2023

GELLERT SCALI BUSENKELL & BROWN, LLC

/s/ Amy D. Brown

Ronald S. Gellert (No. 4259)

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Counsel for the Plan Administrator

EXHIBIT A

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

In re:

HRI HOLDING CORP., *et al.*,¹

Debtors.

Chapter 11

Case No. 19-12415 (MFW)
(Jointly Administered)

**STIPULATION BY AND BETWEEN GRIFFIN T. FERRIGAN AND PLAN
ADMINISTRATOR FOR ENTRY OF AN ORDER GRANTING RELIEF FROM THE
AUTOMATIC STAY**

WHEREAS on November 14, 2019, the above captioned debtors (the “Debtors”) filed voluntary Petitions for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”);

WHEREAS on December 6, 2016, Griffin T. Ferrigan (“Ferrigan”) filed suit against certain parties including the Debtors in the Supreme Court of the State of New York, County of Kings index No. 521601/2016 (the “State Court Action”);

WHEREAS, upon information and belief Debtors maintained a liability insurance policy, covering the date of loss with Zurich American Insurance Company bearing policy number CPO 5543594-00 with policy limits of \$1,000.000.00;

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WHEREAS the Debtors' Chapter 11 Cases operate as an automatic stay upon the State Court Action pursuant to section 362(a) of the Bankruptcy Code; and

WHEREAS the parties to this stipulation (the "Stipulation") have agreed to modify the automatic stay under 362(a) of the Bankruptcy Code solely on the terms and conditions set forth herein;

NOW THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and between Ferrigan and the Plan Administrator, subject to Bankruptcy Court approval, as follows:

1. Upon approval of this Stipulation by the Bankruptcy Court, the automatic stay shall be modified for the sole and limited purpose of permitting Ferrigan to pursue the State Court Action and prosecute any and all claims in connection therewith or otherwise against the Debtors in name only.

2. In the event that Ferrigan obtains a judgment, award or settlement pursuant to the State Court Action (i) Ferrigan is authorized to collect such judgment, award, or settlement solely from the Debtors' applicable insurance policy (the "Insurance Policy") and any proceeds thereof (the "Insurance Proceeds"); and (ii) such judgment, award or settlement shall be payable only out of applicable Insurance Proceeds to the extent any such proceeds are available.

3. Neither the Plan Administrator, the Debtors, their estates nor any successors thereto shall be obligated to pay any amounts due and owing under either (i) any judgment, award, or settlement obtained by Ferrigan pursuant to the State Court Action; or (ii) the Insurance Policies including, but not limited to, any self-insured retention, deductible or other amount on account of any judgment, award, or settlement.

4. Except as otherwise set forth herein, nothing in this Stipulation shall impair, modify, limit or expand the rights and duties of (i) Ferrigan; (ii) the Debtors including, without

limitation, the Debtors' rights or obligations, if any, under the Insurance Policy, including the Debtors' obligations to satisfy any amounts due and owing under the Insurance Policy; and (iii) insurers in connection with the Insurance Policy.

5. Except for the limited purpose of lifting the automatic stay as set forth in this Stipulation, the automatic stay shall otherwise remain in full force and effect as against Ferrigan and all other parties in interest.

6. Nothing herein is intended or shall be deemed to be a stipulation, agreement, representation, warranty, or admission by the Debtors or their estates that (a) the Debtors or their estates are liable to Ferrigan for any amounts; or (b) any causes of action, claims or damages alleged in the State Court Action are covered in whole or in part under of any of the Debtors' Insurance Policy. Rather, any causes of action, claims or damage alleged in the State Court Action are subject to the terms conditions, exclusions and limitations of the Insurance Policy as it may or may not apply. Moreover, the aggregate limits of any of the Insurance Policy are subject to reduction, depletion and/or exhaustion by payments made thereunder with regard to any pending or future claims, and no representations to the contrary are asserted. Any amounts necessary to collect any Insurance Proceeds shall be borne solely by Ferrigan.

7. The Bankruptcy Court shall retain jurisdiction to hear any matters or disputes arising from or relating to this Stipulation.

Dated: July 28, 2023

<p>REGER RIZZON & DARNALL LLP</p> <p><u>/s/ Louis J. Rizzo</u> Louis J. Rizzo (DE Bar No 3374) 1521 Concord Pike, Suite 305 Brandywine Plaza West Wilmington, DE 19803 Telephone: (302)477-7100 Email: lrizzo@regerlaw.com</p> <p>Attorneys for Griffin T. Ferrigan</p>	<p>GELLERT SCALI BUSENKELL & BROWN, LLC</p> <p><u>/s/ Amy D. Brown</u> Ronald S. Gellert (No. 4259) Michael Busenkell (No. 3933) Amy D. Brown (No. 4077) 1201 N. Orange St., Suite 300 Wilmington, Delaware 19801 Telephone: (302) 425-5800 Facsimile: (302) 425-5814 Email: rgellert@gsbblaw.com mbusenkell@gsbblaw.com abrown@gsbblaw.com</p> <p>Counsel for the Plan Administrator</p>
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EXHIBIT B

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

In re:

HRI HOLDING CORP., *et al.*,¹

Debtors.

Chapter 11

Case No. 19-12415 (MFW)
(Jointly Administered)

**ORDER APPROVING STIPULATION BY AND BETWEEN GRIFFIN T. FERRIGAN
AND PLAN ADMINISTRATOR FOR ENTRY OF AN ORDER GRANTING RELIEF
FROM THE AUTOMATIC STAY**

UPON CONSIDERATION of *Creditor, Griffin T. Ferrigan's Motion for Relief from the Plan Injunction to Permit Resumption of Personal Injury Litigation* (the "Motion") and the *Stipulation by and Between Griffin T. Ferrigan and Plan Administrator for Entry of an Order Granting Relief from the Automatic Stay* (the "Stipulation") it is hereby ORDERED:

1. The Stipulation is approved. The automatic stay is hereby modified for the sole and limited purpose of permitting Ferrigan to pursue his state court action (the "State Court Action") and prosecute any and all claims in connection therewith or otherwise against the Debtors in name only.

2. In the event that Ferrigan obtains a judgment, award or settlement pursuant to the State Court Action (i) Ferrigan is authorized to collect such judgment, award, or settlement solely from the Debtors' applicable insurance policies (the "Insurance Policies") and any proceeds

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thereof (the “Insurance Proceeds”); and (ii) such judgment, award or settlement shall be payable only out of applicable Insurance Proceeds to the extent any such proceeds are available.

3. Neither the Plan Administrator, the Debtors, their estates nor any successors thereto shall be obligated to pay any amounts due and owing under either (i) any judgment, award, or settlement obtained by Ferrigan pursuant to the State Court Action; or (ii) the Insurance Policies including, but not limited to, any self-insured retention, deductible or other amount on account of any judgment, award, or settlement.

4. Nothing shall impair, modify, limit or expand the rights and duties of (i) Ferrigan; (ii) the Debtors including, without limitation, the Debtors’ rights or obligations, if any, under the Insurance Policies, including the Debtors’ obligations to satisfy any amounts due and owing under the Insurance Policies; and (iii) insurers in connection with the Insurance Policies.

5. Except for the limited purpose of lifting the automatic stay as set forth in the Stipulation, the automatic stay shall otherwise remain in full force and effect as against Ferrigan and all other parties in interest.

6. Nothing herein is intended or shall be deemed to be a stipulation, agreement, representation, warranty, or admission by the Debtors or their estates that (a) the Debtors or their estates are liable to Ferrigan for any amounts; or (b) any causes of action, claims or damages alleged in the State Court Action are covered in whole or in part under of any of the Debtors’ Insurance Policies. Rather, any causes of action, claims or damage alleged in the State Court Action are subject to the terms conditions, exclusions and limitations of the Insurance Policies as they may or may not apply. Moreover, the aggregate limits of any of the Insurance Policies are subject to reduction, depletion and/or exhaustion by payments made thereunder with regard to any

pending or future claims, and no representations to the contrary are asserted. Any amounts necessary to collect any Insurance Proceeds shall be borne solely by Ferrigan.

7. The Bankruptcy Court shall retain jurisdiction to hear any matters or disputes arising from or relating to this Stipulation.