

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

In re:

SC HEALTHCARE HOLDING, LLC, *et al.*,

Debtors.

Chapter 11

Case No. 24-10443 (TMH)

(Jointly Administered)

Re: D.I. No. 888, 909

**CERTIFICATION OF COUNSEL OF PROPOSED ORDER REGARDING MOTION OF
RENEE A. WRIGHT, PLENARY GUARDIAN OF THE ESTATE AND PERSON OF
DIANE K. JORGENSEN, FOR RELIEF FROM THE AUTOMATIC STAY
PURSUANT TO SECTION 362(D) OF THE BANKRUPTCY CODE**

I, Michael J. Joyce, counsel for Renee A. Wright (“Movant”), Plenary Guardian of the Estate and Person of Diane K. Jorgensen, hereby certify as follows:

1. On September 30, 2024, Movant filed the *Motion of Renee A. Wright, Plenary Guardian of the Estate and Person of Diane K. Jorgensen, for Relief from the Automatic Stay Pursuant to Section 362(d) of the Bankruptcy Code* [D.I. No 888] (the “Motion”).

2. On October 14, 2024, the Official Committee of Unsecured Creditors (the “UCC”) filed the *Omnibus Objection of the Official Committee of Unsecured Creditors to the: (A) Motion of Judy Woolsey, Administrator of The Estate of Dimple Burch for Relief From the Automatic Stay Pursuant to Section 362(d) of the Bankruptcy Code; (B) Motion of the Estate of Linda Harris for Relief From Automatic Stay; (C) Motion of Renee A. Wright, Plenary Guardian of the Estate and Person of Diane K. Jorgensen, for Relief from the Automatic Stay Pursuant to Section 362(d) of the Bankruptcy Code; and (D) Motion of John Goodall, Independent Executor of the Estate of Marcel Wilhelm, for Relief From the Automatic Stay Pursuant to Section 362(d) of the Bankruptcy Code* [D.I. No 909] (the “Objection”).



241044324110400000000005

3. Counsel for Movant, counsel for the UCC and counsel for the above-captioned debtors have reached agreement on a revised proposed from order (the “Proposed Order”). A true and correct copy of the Proposed Order is attached hereto as Exhibit “A”. The Debtors and the UCC do not object to entry of the Proposed Order.

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

Dated: November 4, 2024

JOYCE, LLC

/s/ Michael J. Joyce

Michael J. Joyce (No. 4563)
1225 King Street, Suite 800
Wilmington, Delaware 19801
Telephone: (302) 388-1944
Email: mjoyce@mjlawoffices.com

*Counsel to Renee A. Wright, Plenary Guardian of
the Estate and Person of Diane K. Jorgensen*

EXHIBIT A

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

In re:

SC HEALTHCARE HOLDING, LLC, *et al.*,
Debtors.

Chapter 11

Case No. 24-10443 (TMH)
(Jointly Administered)

**ORDER GRANTING MOTION OF RENEE A. WRIGHT, PLENARY GUARDIAN OF
THE ESTATE AND PERSON OF DIANE K. JORGENSEN, FOR RELIEF FROM THE
AUTOMATIC STAY PURSUANT TO SECTION 362(D) OF THE BANKRUPTCY CODE**

Upon consideration of the *Motion of Renee A. Wright* (“Movant”), *Plenary Guardian of the Estate and Person of Diane K. Jorgensen, for Relief from the Automatic Stay Pursuant to Section 362(d) of the Bankruptcy Code* (the “Motion”), it is hereby ORDERED that:

1. The Motion is Granted as set forth herein.
2. Movant is granted relief from the Automatic Stay for the sole purpose of allowing Movant to liquidate his alleged claim through prosecution of the State Court Action¹ against the Debtors and any other individuals or entities, including any subsequent appeals, and may enforce any judgment, including any alternative dispute resolution award or settlement obtained in the State Court Action, solely against available proceeds under the Debtors’ applicable insurance policies (such policies, as applicable, the “Insurance Policies”).
3. Movant waives the right to seek satisfaction of, and shall be permanently enjoined from seeking payment of, any judgment, award, settlement, claim, distribution or any other payment amount resulting from or in connection with Movant’s claim or on account of any other claims against any of the Debtors and the Debtors’ estates.

¹ Capitalized terms not defined herein shall have the meanings ascribed to them in the Motion.

4. Except as otherwise set forth herein, nothing in this Order shall impair, modify, limit or expand the rights and duties of the Movant or the Debtors if any, under the applicable Insurance Policy. Further, nothing herein shall (i) alter, amend or otherwise modify the terms and conditions of any Insurance Policies or any related agreements; (ii) relieve the Debtors of any of their obligations under the Insurance Policies and any related agreements; (iii) create or permit a direct right of action by Movant against any of the Debtors' insurance carriers; (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 any applicable Insurance Policy or to otherwise assert any defenses to coverage; or (v) constitute a determination or admission that coverage exists with respect to the State Court Action.

5. The automatic stay shall otherwise remain in full effect. Neither Movant, nor any of 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 cation to be taken to collect any portion of any such judgment from the assets or properties of the Debtors and their estates other than from any applicable insurance proceeds. Movant further waives and releases any rights to recover from the assets or property of the Debtors and their estates other than from any applicable insurance proceeds, and any proofs of claim filed by Movant in the chapter 11 cases shall be deemed withdrawn without the need for any further action on the part of the Debtors and their estates, 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. Notwithstanding anything herein to the contrary, the withdrawal of any 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 Movant under this Order to commence and prosecute the State Court Action and recover or receive payment on account of the claims, causes of action and

damages asserted against the Debtors and their estates in the State Court Action from any applicable insurance proceeds.

6. Nothing herein is intended or shall be deemed to be a stipulation, agreement, warranty, or admission by the Debtors or their estates that (i) the Debtors or their estates are liable to the Movant for any amount or (ii) any causes of action, claims, or damages alleged by the Movant are covered in whole or in part under any of the Debtors' Insurance Policies. For the avoidance of doubt, nothing herein is intended or shall be deemed to alter in any way the rights, duties, obligations, terms, conditions or provisions under the Debtors' applicable Insurance Policies, and nothing herein is intended or shall be deemed to 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 any claims, causes of action and damages asserted by Movant or to incur any costs in connection therewith.

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.