

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

In re:

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

Reorganized Debtors.

Chapter 11

Case No. 24-10443 (TMH)

(Jointly Administered)

Hearing Date: August 5, 2025 at 2:00 p.m. (ET)
Objection Deadline: July 15, 2025 at 4 p.m. (ET)

**MOTION OF KELLY BARTELS, AS ADMINISTRATOR OF THE ESTATE OF
LINDA BARTELS, FOR RELIEF FROM THE PLAN INJUNCTION**

Kelly Bartels (“Ms. Bartels” or “Movant”), in her capacity as administrator of the estate of Linda Bartels, by and through the undersigned counsel, respectfully submits the following Motion for Relief from the Plan Injunction (the “Motion”), seeking an order from this Court, to the extent necessary, modifying the injunction set forth in the above-captioned debtors’ (the “Debtors”) *Combined Disclosure Statement and Chapter 11 Plan of Liquidation* [D.I. 1365] (the “Plan”) to allow Ms. Bartels to prosecute a personal injury action (the “State Court Action”) in the State of Illinois under the Illinois Nursing Home Care Reform Act against the debtor SJL Health Systems, Inc., d/b/a Prairie Rose Health Care Center and any other responsible parties, and to enforce any judgment, including any alternative dispute resolution award or settlement obtained in the State Court Action against the Debtors’ applicable insurance. In support of the Motion, Ms. Bartels respectfully states as follows:



JURISDICTION

1. This Court has jurisdiction over this motion pursuant to 28 U.S.C. § 1334. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(G).

2. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

3. Ms. Bartels consents pursuant to Local Rule 9013-1(f) to the entry of a final order by the Court in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

4. The statutory and legal predicates for the relief sought herein are 11 U.S.C. § 105(a), 11 U.S.C. §§ 362(d)(1) and 362(d)(2) of the Bankruptcy Code and Bankruptcy Rules 3003(c), 4001 and 9006(b)(1).

BACKGROUND

2. On March 20, 2024, (the “Petition Date”), each of the Debtors filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code with the United States Bankruptcy Court for the District of Delaware (the “Court”). The Debtors’ cases are being jointly administered.

3. On March 25, 2025, the Debtors filed the Plan. On April 21, 2021, this Court entered the *Findings of Fact, Conclusions of Law, and Order Confirming the Debtors’ Combined Disclosure Statement and Chapter 11 Plan of Liquidation and Granting Related Relief* [D.I. No. 1678] (the “Confirmation Order”).

4. Section XI, C of the Plan provides:

Confirmation of the Combined Plan and Disclosure Statement shall have the effect of, among other things, permanently enjoining all Persons and

Entities that have held, hold, or may hold or have asserted, assert, or may assert Claims against or Interests in the Debtors with respect to any such Claim or Interest from taking any of the following actions (other than actions to enforce any rights or obligations under the Combined Plan and Disclosure Statement): (i) commencing, conducting, or continuing in any manner, directly or indirectly, any suit, action, or other proceeding of any kind (including, without limitation, any proceeding in a judicial, arbitral, administrative, or other forum) against or affecting the Debtors, the Liquidating Trust, or any of its or their respective property; (ii) enforcing, levying, attaching (including, without limitation, any pre-judgment attachment), collecting, or otherwise recovering by any manner or means, whether directly or indirectly, any judgment, award, decree, or order against the Liquidating Trust, or any of its or their respective property; (iii) creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind against the Liquidating Trust, or any of its or their respective property; (iv) asserting any right of setoff, directly or indirectly, against any obligation due against the Liquidating Trust, or any of its or their respective property, except with respect to any right of setoff asserted prior to the entry of the Confirmation Order, whether asserted in a Proof of Claim or otherwise, or as otherwise contemplated, Impaired, or Allowed by the Combined Plan and Disclosure Statement; (v) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the Combined Plan and Disclosure Statement; and (vi) prosecuting or otherwise asserting (A) any Claim or Interest, including any right, Claim, or Cause of Action released pursuant to the Combined Plan and Disclosure Statement, (B) any form of objection to any Claim that is Allowed by the Combined Plan and Disclosure Statement and Confirmation Order, or (C) Avoidance Actions against any Holder of a Claim that is Allowed or any Avoidance Action released by the Combined Plan and Disclosure Statement. Additionally, unless otherwise explicitly stated in the Combined Plan and Disclosure Statement, in furtherance of the releases granted by the Combined Plan and Disclosure Statement or Confirmation Order, the injunction contemplated by this paragraph shall prohibit the assertion against the Liquidating Trust and the Liquidating Trustee of all Claims or Interests, if any, related to the Debtors.

Plan, Sec. XI, C (the “Plan Injunction”).

5. Prior to the Petition Date, Linda Bartels was a resident at the Debtors’ facility know as Prairie Rose Health Care Center. On or about May 10, 2023, an agent and employee of the Debtors transported Linda Bartels in a negligent insecure manner by way of a partial

mechanical lift without properly securing the buckle causing Linda Bartels, to fall to the ground and fracture her femur.

6. Due to the Debtors' negligence causing the incident described above, Linda Bartels was seriously and permanently injured and ultimately passed away.

7. As a result of the injuries sustained by Linda Bartels and the Debtors' negligence, on or about April 5, 2025, Ms. Bartels filed a Second Amended Complaint at Law in the State Court Action captioned: *Kelly Bartels, as Administrator of the Estate of Linda Bartels, deceased vs. SJL Health Systems, Inc., d/b/a Prairie Rose Health Care Center, 2024-LA*. A true and correct copy of Ms. Bartels Second Amended Complaint At Law – Nursing Home Care Act, attached is hereto as Exhibit A.

8. The prosecution and liquidation of Ms. Bartels' claims against the Debtors in the State Court Action have been delayed as a consequence of the Debtors' chapter 11 filings, the automatic stay provisions set forth in 11 U.S.C. §362(a) and the Plan Injunction.

9. Upon information and belief, the Debtors are required to be and are in fact covered by insurance policies applicable to Ms. Bartels' claims.

RELIEF REQUESTED

10. Through this Motion, Ms. Bartels seeks the entry of an order granting relief from the Plan Injunction set forth in section XI, C of the Plan so that she may prosecute her claims to judgment in the State Court Action and satisfy any award or other resolution she may obtain against the Debtors' applicable insurance policies and any other responsible individual or entity.

11. Pursuant to Section 362(d) of the Bankruptcy Code, the automatic stay may be lifted for cause. The same principles a court uses to determine "cause" in a request for relief from the automatic stay apply to a request for modification of the plan injunction. *See In re Worldcom*,

Inc., 2007 WL 841948, at *5 (Bankr. S.D.N.Y. 2007). Accordingly, a section 362(d) analysis applies to the present case.

12. Section 362(d) of the Bankruptcy Code provides:

On request of a party in interest and after notice and a hearing, the Court shall grant relief from the stay provided under subsection (a) of this section, such as by terminating, annulling, modifying, or conditioning such stay... (1) for cause, including the lack of adequate protection of an interest in property for such party interest.

11 U.S.C. §362(d)(1). The term “cause” is not defined in the Code, but rather must be determined on a case-by-case basis. *In re Rexene Prods. Co.*, 141 B.R. 574, 576 (Bankr. D. Del. 1992) (internal citations and quotations omitted). “Cause is a flexible concept and courts often...examin[e] the totality of the circumstances to determine whether sufficient cause exists to lift the stay.” *In re SCO Group, Inc.*, 395 B.R. 852, 856 (Bankr. D. Del. 2007).

13. At a hearing for relief from automatic stay under Section 362(d), the party opposing stay relief bears the burden of proof on all issues with the exception of the debtors’ equity in property. *See In re Domestic Fuel Corp.*, 70 B.R. 455, 462-463 (Bankr. S.D.N.Y. 1987); 11 U.S.C. §362(g). If a creditor seeking relief from the automatic stay makes a *prima facie* case of “cause” for lifting the stay, the burden of going forward shifts to the trustee pursuant to Bankruptcy Code Section 362(g). *See In re 234-6 West 22nd Street Corp.*, 214 B.R. 751, 756 (Bankr. S.D.N.Y. 1997).

14. Courts often follow the logic of the intent behind §362(d) which is that it is most often appropriate to allow litigation to proceed in a non-bankruptcy forum, if there is no prejudice to the estate, “in order to leave the parties to their chosen forum and to relieve the bankruptcy court from duties that may be handled elsewhere.” *In re Tribune Co.*, 418 B.R. 116, 126 (Bankr. D. Del. 2009) (quoting legislative history of §362(d)) (internal citations omitted).

15. Courts in this District rely upon a three-pronged balancing test in determining whether “cause” exists for granting relief from the automatic stay to continue litigation:

- (1) Whether prejudice to either the bankrupt estate or the debtor will result from continuation of the civil suit;
- (2) Whether the hardship to the non-bankrupt party by maintenance of the stay outweighs the debtor’s hardship; and
- (3) The creditor’s probability of success on the merits.

See In re Tribune Co., 418 B.R. at 126.

16. Here, the facts weigh in Ms. Bartels favor on each of these three prongs. First, the Debtors will not suffer any prejudice should the Plan Injunction be lifted because Ms. Bartels’ claims must eventually be liquidated before she can recover from the bankruptcy estate. Further, because her claims involve personal injury, they must be liquidated in a forum outside the Bankruptcy Court. 11 U.S.C. §157(b)(5) (“personal injury tort...claims shall be tried in the district court in which the bankruptcy case is pending, or in the district court in the district in which the claims arose...”). Furthermore, Ms. Bartels has demanded and is entitled to a jury trial in the State Court Action and a jury trial is not available in this Court.

17. Upon information and belief, the Debtors’ liability in this matter is covered by insurance policies. As such, any recovery by Ms. Bartels will not affect the Debtors’ estates. *See In re 15375 Memorial Corp.*, 382 B.R. 652, 687 (Bankr. D. Del. 2008), *rev’d on other grounds*, 400 B.R. 420 (D. Del. 2009) (“when a payment by an insurer cannot inure to the debtor’s pecuniary interest, then that payment should neither enhance nor decrease the bankruptcy estate” (quoting *In re Edgeworth*, 993 F.2d 51, 55-56 (5th Cir. 1993))); *see also In re Allied Digital Tech Corp.*, 306 B.R. 505, 510 (Bankr. D. Del 2004) (ownership by a bankruptcy estate is not necessarily determinative of the ownership of the proceeds of that policy. “[W]hen the debtor has no legally

cognizable claim to the insurance proceeds, those proceeds are not property of the estate.” *In re Edgeworth*, 993 F.2d 51, 55-56 (5th Cir. 1993).

18. Second, Ms. Bartels will face substantial hardship if the Plan Injunction is not lifted. Linda Bartels suffered serious injuries and ultimately died as a result of the Debtors’ negligence. Ms. Bartels will be prejudiced by the continued delay resulting from the Plan Injunction due to the possibility of witnesses moving to unknown locations, witnesses who may pass away and the memory of events becoming less clear. Further, Ms. Bartels is a resident of the State of Illinois and the events which form the basis of her claims occurred exclusively in Illinois. If Ms. Bartels is forced to litigate her claims in Delaware, she would incur the increased expense of bringing attorneys, witnesses, and physical evidence to Delaware. “[O]ne of the primary purposes in granting relief from the stay to permit claim liquidation is to conserve economic judicial resources.” *In re Peterson*, 116 B.R. 247, 250 (D. Colo. 1990). Here, judicial economy would be served by lifting the Plan Injunction and allowing Ms. Bartels’ claims to be liquidated in the forum where they are presently postured to be adjudicated quickly.

19. The Debtors will not suffer any hardship if Ms. Bartels’ claims in the State Court Action are allowed to proceed. Her claims are personal injury claims which do not present any factual or legal issues which will impact or distract the Debtors from their reorganization or liquidation process. Indeed, the Debtors’ Plan in these cases has already been confirmed and has gone effective.

20. Lastly, the likelihood of success on the merits prong is satisfied by “even a slight probability of success on the merits may be sufficient to support lifting an automatic stay.” *In re Continental Airlines, Inc.*, 152 B.R. 420, 426 (D. Del. 1993). This prong also weighs in Ms. Bartels’ favor. The facts regarding the Debtors’ negligence set forth in the State Court Action

speak for themselves. No defenses, much less strong defenses, appear to exist here. “Only strong defenses to state court proceedings can prevent a bankruptcy court from granting relief from the stay in cases where...the decision-making process should be relegated to bodies other than [the bankruptcy] court.” *In re Fonseca v. Philadelphia Housing Authority*, 110 B.R. 191, 196 (Bankr. E.D. Pa. 1990).

21. When weighing the above factors, the Court should lift the Plan Injunction to permit Ms. Bartels to prosecute her claims against the Debtors and any other responsible individual or entity to judgment in the State Court Action and satisfy any award or other resolution she may obtain against the Debtors’ applicable insurance policies and any other individuals or entities that are responsible for the injuries sustained.

22. For the above stated reasons, Ms. Bartels asserts that cause exists to lift or modify the Plan Injunction.

NO PRIOR REQUEST

23. No prior application or motion for relief requested herein has been made.

[Signature Page to Follow]

WHEREFORE, Ms. Bartels respectfully requests that the Court enter an Order, substantially in the form attached hereto, modifying the Plan Injunction to allow her to proceed with the State Court Action to judgment, and to enforce any judgment against the Debtors' applicable insurance carriers and for such further additional relief as may be just and proper under the circumstances.

Dated: July 1, 2025

Wilmington, DE

/s/ Michael J. Joyce

Michael J. Joyce (No. 4563)

JOYCE, LLC

1225 King Street

Suite 800

Wilmington, DE 19801

(302)-388-1944

mjoyce@mjlawoffices.com

-and-

Jason H. Rock, Esq.

**BARRICK, SWITZER, LONG,
BALSLEY & VAN EVERA, LLP**

6833 Stalter Drive

Rockford, IL 61108

(815) 962-6611

jrock@bslbv.com

*Counsel for Kelly Bartels in her capacity as
administrator of the estate of Linda Bartels*

EXHIBIT A

**STATE OF ILLINOIS
IN THE CIRCUIT COURT OF THE 4TH JUDICIAL CIRCUIT
CHRISTIAN COUNTY**

KELLY BARTELS, as Administrator of the Estate of
LINDA BARTELS, deceased

Plaintiff,

vs.

SJL HEALTH SYSTEM, INC., d/b/a PRAIRIE ROSE
HEALTH CARE CENTER,

Defendant.

Case No.: 2024 LA 3

SECOND AMENDED COMPLAINT AT LAW - NURSING HOME CARE ACT

NOW COMES, Plaintiff KELLY BARTELS as Administrator of the Estate of LINDA BARTELS, deceased, by her attorneys, FABIANO LAW OFFICES, and complains of defendant, SJL HEALTH SYSTEM, INC. d/b/a PRAIRIE ROSE HEALTH CARE CENTER (hereafter “PRAIRIE ROSE”), as follows:

1. At all relevant times, defendant, PRAIRIE ROSE, owned, operated, managed, maintained, and controlled a long-term care nursing facility in the city of Pana, Christian County, Illinois, where it treated persons that suffered from a variety of ailments and provided and supplied rooms, laboratories, drugs and devices for the care of its patients during their treatment in its facility.

2. At all relevant times, Defendant was a duly licensed long-term care facility under the provision of the Illinois Nursing Home Care Reform Act; 210 ILCS 45/1-113.

3. That prior to May of 2023, PRAIRIE ROSE admitted plaintiff as a resident patient and agreed to render competent and adequate long term care services, free of “neglect” and “abuse” for the condition of ill being that Plaintiff, Linda Bartels, suffered. That as a resident, Linda Bartels’, physician’s assessments and orders were that Linda Bartels was a fall risk, and, therefore,

she should, at all times, be transferred using a full mechanical lift, including when being transported from the bathroom to the bed, or the bed to the bathroom. Plaintiff's condition required medical treatment, and Defendant, by its employees, accepted the duty to render care, diagnoses, treatment and services in return for a pecuniary consideration.

4. At all relevant times, plaintiff, Linda Bartels, had a Statutory Right under 2-107 of the Nursing Home Care Act to receive treatment and care free of "abuse" and "neglect", and defendant, "Prairie Rose", had the corresponding statutory duty to provide Linda with care and treatment free of "abuse" and "neglect."

5. The statute defines: Abuse as "any physical or mental injury inflicted on a resident other than by accidental means"; and Neglect as "a failure in a facility to provide adequate medical or personal care or maintenance when the failure results in physical or mental injury to a resident or a deterioration of a resident's physical or mental condition."

6. That on or about May 10, 2023, a CNA, acting within the scope of their agency and employment with PRAIRIE ROSE, was transporting Linda Bartels from a shower chair to her bed, and in order for that to safely occur, defendant's agents and employees were required to fully secure Linda Bartels in a full mechanical lift with the buckle secured.

7. The agents and employees of Prairie Rose were well aware of Linda Bartels condition and the need to secure her in a full mechanical lift with a properly secured buckle when transporting her from the shower chair to her bed. However, contrary to their orders, agents and employees of Prairie Rose failed to secure Linda in a full mechanical lift, but rather transported Linda in a partial mechanical lift without properly securing the buckle.

8. Unfortunately, as Linda was being transported to her bed, due to her not being buckled and properly secured, she fell to the ground and fractured her femur.

9. That causing Linda to fall to the floor as a result of transporting her in only a partial mechanical lift and not fastening the buckle constituted “neglect” and “abuse.”

10. That after Linda Bartels suffered a fracture to her femur, she remained in her room for three days without receiving appropriate medical attention, and this constituted “abuse” as contemplated by the statute.

11. Defendant PRAIRIE ROSE, by its agents and employees, breached its statutory duty to provide Linda Bartels with care and treatment free of “neglect” and “abuse” as follows:

- a) Failed to properly secure Linda Bartels in a full mechanical lift when transferring her from the shower chair to the bed;
- b) Failed to properly secure the buckle on the mechanical lift when transferring Linda from the shower chair to the bed;
- c) Negligently and carelessly caused Linda to fall to the ground while transporting her from the shower chair to her bed;
- d) Negligently and carelessly allowed Linda to remain in state of terrible pain for three days; and
- e) Failed to ensure timely treatment for Linda resulting in a delayed treatment for the fractured femur and excessive pain due from the fracture.

12. As a proximate result of defendant’s breach of one or more of its statutory duties to provide Linda Bartels with medical care and treatment free of “neglect” and “abuse”, she suffered a very serious injury to her leg, endured surgery to treat the injured leg, was forced to remain in an immobilizer for months, suffered severe bouts of depression and a deterioration of her mental health, incurred medical expenses to treat her injuries; suffered physical pain and continues to endure such pain and anguish; and was unable to perform the normal activities of her daily life.

13. That section 3-602 of the Nursing Home Care Act allows a resident to recover his/her attorney’s fees if the resident’s rights are violated under this statute.

WHEREFORE, Plaintiff Kelly Bartels, as Administrator of the Estate of Linda Bartels, deceased, demands judgment against Defendant, Prairie Rose, for a sum in excess of \$50,000.00, plus an award of reasonable attorney’s fees and costs of suit.

KELLY BARTELS as Administrator of the Estate of
LINDA BARTELS, deceased, Plaintiff,

Handwritten signature of Thomas M. Fabiano in black ink.

THOMAS M. FABIANO
Attorney for Plaintiff

Thomas M. Fabiano-#6210583
FABIANO LAW OFFICES
321 West State Street, Suite 301
Rockford, Illinois 61101
PH: 815-965-6781
FX: 815-965-6782
Email: thomasfabiano@yahoo.com
cc: tonshacarter321@aol.com

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

In re:

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

Reorganized Debtors.

Chapter 11

Case No. 24-10443 (TMH)

(Jointly Administered)

**ORDER GRANTING MOTION OF KELLY BARTELS, AS ADMINISTRATOR OF THE
ESTATE OF LINDA BARTELS, FOR RELIEF FROM THE PLAN INJUNCTION**

Upon consideration of the *Motion of Kelly Bartels* (“Movant”), as Administrator of the *Estate of Linda Bartels for Relief from the Plan Injunction* (the “Motion”), it is hereby ORDERED that:

1. The Motion is Granted as set forth herein.
2. Movant is granted relief from the Plan Injunction¹ for the sole purpose of allowing Movant to liquidate her alleged claim through prosecution of the State Court Action 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 Plan Injunction 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 action 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 Court shall retain jurisdiction over any and all issues arising from or related to the implementation and interpretation of this Order.

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

In re:

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

Reorganized Debtors.

Chapter 11

Case No. 24-10443 (TMH)

(Jointly Administered)

Hearing Date: August 5, 2025 at 2:00 p.m. (ET)

Objection Deadline: July 15, 2025 at 4 p.m. (ET)

**NOTICE OF MOTION OF KELLY BARTELS, AS ADMINISTRATOR OF THE
ESTATE OF LINDA BARTELS, FOR RELIEF FROM THE PLAN INJUNCTION**

PLEASE TAKE NOTICE that on July 1, 2025, Kelly Bartels, as Administrator of the Estate of Linda Bartels, (“Movant”), filed the *Motion of Kelly Bartels, as Administrator of the Estate of Linda Bartels, for Relief from the Plan Injunction* (the “Motion”) with the United States Bankruptcy Court for the District of Delaware.

PLEASE TAKE FURTHER NOTICE that any objections to the Motion must be filed on or before **July 15, 2025, at 4:00 p.m. (ET)** (the “Objection Deadline”) with the United States Bankruptcy Court for the District of Delaware, 3rd Floor, 824 Market Street, Wilmington, Delaware 19801. At the same time, you must serve a copy of any objection upon Movant’s undersigned counsel so as to be received on or before the Objection Deadline.

PLEASE TAKE FURTHER NOTICE that a hearing on the Motion will be held on **August 5, 2025 at 2:00 p.m. (ET)** before the Honorable Thomas M. Horan in the United States Bankruptcy Court for the District of Delaware, 824 N. Market Street, 3rd Floor, courtroom 7, Wilmington, Delaware 19801, if an objection is filed.

The hearing date specified above may be a preliminary hearing or may be consolidated with the final hearing, as determined by the Court.

The attorneys for the parties shall confer with respect to the issues raised by the Motion in advance for the purpose of determining whether a consent judgment may be entered and/or for the purpose of stipulating to relevant facts such as value of the property, and the extent and validity of any security interest.

PLEASE TAKE FURTHER NOTICE THAT IF YOU FAIL TO RESPOND IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF REQUESTED IN THE MOTION WITHOUT FURTHER NOTICE OF A HEARING.

Dated: July 1, 2025
Wilmington, Delaware

/s/ Michael J. Joyce
Michael J. Joyce (No. 4563)
JOYCE, LLC
1225 King Street, Suite 800
Wilmington, DE 19801
(302)-388-1944
mjoyce@mjlawoffices.com

-and-

Jason H. Rock, Esq.
**BARRICK, SWITZER, LONG,
BALSLEY & VAN EVERA, LLP**
6833 Stalter Drive
Rockford, IL 61108
(815) 962-6611
jrock@bslbv.com

*Counsel for Kelly Bartels in her capacity as
administrator of the estate of Linda Bartels*

CERTIFICATE OF SERVICE

I, Michael J. Joyce, hereby certify that on July 1, 2025, I caused to be served the foregoing *Motion of Kelly Bartels, as Administrator of the Estate of Linda Bartels, for Relief from the Plan Injunction* via CM/ECF upon those persons or entities registered to receive such notice in these cases, and via First Class Mail on the following:

Dated: July 1, 2025

Michael J. Joyce

Michael J. Joyce

Greenberg Traurig, LLP
Anthony W. Clark
Dennis A. Meloro
222 Delaware Avenue
Suite 1600
Wilmington, DE 19801

Young Conaway Stargatt & Taylor, LLP
Andrew L. Magaziner
Kenneth J. Enos
Shella Borovinskaya
Carol E. Cox
1000 North King Street
Rodney Square
Wilmington, DE 19801

Office of the United States Trustee Delaware
Linda Richenderfer
844 King St Ste 2207
Lockbox 35
Wilmington, DE 19801