

**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. 1721

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

I, Michael J. Joyce, counsel for Kelly Bartles (“Movant”), Administrator of the Estate of Linda Bartles, hereby certify as follows:

1. On July 1, 2025, Movant filed the *Motion of Kelly Bartels, as Administrator of the Estate of Linda Bartels, for Relief from the Plan Injunction* [D.I. No. 1721] (the “Motion”).

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



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

Dated: July 15, 2025

JOYCE, LLC

/s/ Michael J. Joyce

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*Counsel to Kelly Bartels, as Administrator of the
Estate of Linda Bartels*

EXHIBIT A

**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 and the automatic stay, as applicable², 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

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

² The Debtors’ Plan was confirmed on June 11, 2025. As of the date of submission of this proposed order, the Effective Date of the Plan has not occurred.

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.

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.