

ENTERED

August 29, 2023

Nathan Ochsner, Clerk

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

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In re:)	
)	Chapter 11
STAGE STORES, INC., <i>et al.</i> , ¹)	
)	Case No. 20-32564 (DRJ)
Debtors.)	
)	(Jointly Administered)

**ORDER MODIFYING THE AUTOMATIC STAY, TO THE EXTENT APPLICABLE,
TO PERMIT PAYMENTS UNDER EXECUTIVE EDGE INSURANCE
POLICY NUMBER 02-382-05-01 (Docket No. 1195)**

Upon consideration of the Motion (the “Motion”) (Docket No. 1195) of Jason Curtis (“Curtis”) and Thorsten Weber (“Weber”, and collectively with Curtis, the “Movants” or “Former Officers”) seeking entry of an order that the automatic stay does not bar use of insurance proceeds to pay, advance or reimburse defense costs or, alternatively for relief from the automatic stay; and it appearing that cause exists under 11 U.S.C. § 362(d) to lift the automatic stay; and it appearing that the Court has jurisdiction to consider the Motion; and it appearing that no other or further notice need be provided; and no opposition to the Motion having been filed; and upon the Motion and all of the proceedings before the Court; and after due deliberation; and good and sufficient cause appearing therefor; it is hereby

ORDERED that

1. The Motion is granted as set forth herein;
2. The automatic stay imposed by 11 U.S.C. § 362 does not bar Illinois National Insurance Company (“Illinois National”) or AIG Claims, Inc. (“AIG”) from paying, reimbursing, and/or advancing insurance proceeds under the Primary Policy (as that term is defined in the



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Motion) issued to Stage Stores, Inc. for Movants' Defense Costs (as defined in the Primary Policy) (only as and to the extent accepted for coverage by Illinois National) whenever incurred or any related Claim pursuant to the terms of the Primary Policy.

3. Alternatively, to the extent that the automatic stay imposed by 11 U.S.C. § 362 applies to Illinois National and/or AIG, or the proceeds of the Primary Policy, the automatic stay is hereby modified to permit Illinois National's and/or AIG's payment, advancement, and reimbursement of any of the Movants' Defense Costs (as provided for in the Primary Policy) (only as and to the extent accepted for coverage by Illinois National) whenever incurred or any related Claim pursuant to the terms of the Primary Policy.

4. All amounts advanced to, or on behalf of, the Movants to pay Defense Costs shall reduce the limit of liability of the Primary Policy as provided therein.

5. Nothing contained in this Order shall modify or change (i) any of the terms and conditions of the Primary Policy or (ii) any person's rights, if any, under the Primary Policy.

6. The fourteen (14) day stay provided by Bankruptcy Rule 4001(a)(3) is waived.

7. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion under the circumstances of these cases.

8. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Stage Stores, Inc. (6900) and Specialty Retailers, Inc. (1900).

9. The Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

Signed: August 29, 2023.



DAVID R. JONES
UNITED STATES BANKRUPTCY JUDGE