

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

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

CERTIFICATE OF NO OBJECTION WITH RESPECT TO MOTION OF MICHAEL L. GLAZER, THORSTEN WEBER, RUSSELL A. LUNDY II, AND GINA LAMPMAN FOR ENTRY OF AN ORDER MODIFYING THE AUTOMATIC STAY AND/OR PLAN INJUNCTION, TO THE EXTENT APPLICABLE, TO PERMIT PAYMENTS UNDER EXECUTIVE EDGE POLICY NO. 02-382-05-01

Pursuant to the *Procedures for Complex Chapter 11 Cases in the Southern District of Texas* (the “**Complex Case Procedures**”), the undersigned counsel for Michael Glazer, Thorsten Weber, Russell A. Lundy II, and Gina Lampman (“**Movants**”), certifies as follows:

1. On November 27, 2024, Movants filed their *Motion for Entry of an Order Modifying the Automatic Stay and/or Plan Injunction, to the Extent Applicable, to Permit Payments Under Executive Edge Policy No. 10-382-05-01* [Docket No. 1278] (the “**Motion**”).

2. The Motion was served electronically via the Court’s CM/ECF System upon those who are registered to receive electronic notice on November 27, 2024 [Certificate of Service, Docket No. 1278].

3. The deadline for parties in interest to file and serve responses to the Motion was December 31, 2024 (the “**Response Deadline**”). No responses to the Motion were filed on the

¹The 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).



docket on or before the Response Deadline. Additionally, counsel for Movants did not receive any informal responses to the Motion.

4. Movants request the Court enter the attached proposed Order granting the relief requested by the Motion at the earliest convenience of the Court.

Dated: January 6, 2025

/s/ Melissa S. Giberson
Melissa S. Giberson (OH 0082413) (*admitted pro hac vice*)
VORYS, SATER, SEYMOUR AND PEASE LLP
52 East Gay Street
Columbus, Ohio 43215
(614) 464-3016
msgiberson@vorys.com

*Counsel to Movants Michael L. Glazer, Thorsten Weber,
Russel A. Lundy II, and Gina Lampman*

CERTIFICATE OF SERVICE

I hereby certify that on January 6, 2025 a true and correct copy of the foregoing was filed and served electronically via the Court's CM/ECF System upon those who are registered to receive electronic notice.

/s/ Melissa S. Giberson
Melissa S. Giberson (admitted pro hac vice)

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

In re:

STAGE STORES, INC., *et al.*¹

Debtors.

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) Chapter 11
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) Case No. 20-32564 (CML)
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) (Jointly Administered)
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**ORDER GRANTING MOTION OF MICHAEL L. GLAZER, THORSTEN WEBER,
RUSSELL A. LUNDY II, AND GINA LAMPMAN FOR ENTRY OF AN ORDER
MODIFYING THE AUTOMATIC STAY AND/OR PLAN INJUNCTION,
TO THE EXTENT APPLICABLE, TO PERMIT PAYMENTS UNDER
EXECUTIVE EDGE POLICY NO. 02-382-05-01**

[Relates to Docket No. 1278]

Upon consideration of the *Motion Of Michael L. Glazer, Thorsten Weber, Russell A. Lundy II, and Gina Lampman for Entry of an Order Modifying the Automatic Stay and/or the Plan Injunction, to the Extent Applicable, to Permit Payments Under Executive Edge Policy No. 02-382-05-01* (the “Motion”)² seeking entry of an order that the automatic stay and/or the injunction provisions of Article VIII.F of the Plan (the “Plan Injunction”) does not bar use of insurance proceeds to pay or reimburse certain defense costs, or alternatively, granting relief from the automatic stay and/or Plan Injunction; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding in this district is proper pursuant to 28 U.S.C. § 1408 and 1409; and this Court having found that Movants’ notice of

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² Capitalized terms used, but not defined, herein shall have the meanings given to them in the Motion.

the Motion and opportunity for a hearing thereon were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion; and no opposition to the Motion having been filed; and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation 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 and/or the Plan Injunction does not bar the Insurers from paying and/or reimbursing Defense Costs to Movants from insurance proceeds under the Policy pursuant to the terms of such Policy, provided, however, that none of the Plan Administrator, the Debtors, the Wind-Down Debtors (as defined in the Plan), their estates, or any of their successors or assigns shall incur any obligations, burdens or costs in connection with the payment of Defense Costs, including, but not limited to, (i) any requests or obligations to respond to, or to review the results of, requests for production or discovery of any nature; (ii) any claim or obligation for payment of any amounts not satisfied under the Policy; (iii) any claim or obligation that may be asserted on account of any deductible or self-insured retention; or (iv) any setoff of claims or obligations.

3. Alternatively, to the extent that the automatic stay imposed by 11 U.S.C. § 362 and/or the Plan Injunction applies to the Insurers, or the proceeds of the Policy, the automatic stay and/or the Plan Injunction is hereby modified to permit the Insurers' payment and/or reimbursement of any of the Movants' Defense Costs as provided in the Policy pursuant to the terms of the Policy, provided, however, that none of the Plan Administrator, the Debtors, the Wind-Down Debtors (as defined in the Plan), their estates, or any of their successors or assigns shall incur any obligations, burdens or costs in connection with the payment of Defense Costs,

including, but not limited to, (i) any requests or obligations to respond to, or to review the results of, requests for production or discovery of any nature; (ii) any claim or obligation for payment of any amounts not satisfied under the Policy; (iii) any claim or obligation that may be asserted on account of any deductible or self-insured retention; or (iv) any setoff of claims or obligations.

4. The Insurers may not disburse any proceeds under the Policy other than to satisfy the Defense Costs as allowed under the terms herein. Further relief must be sought from and granted by the Bankruptcy Court or the Plan Administrator prior to disbursement of proceeds under the Policy for any purpose other than payment or reimbursement of Defense Costs, including but not limited to satisfaction of a settlement amount or judgment or payment of any costs or expenses other than the Defense Costs.

5. The modification of the automatic stay and/or the Plan Injunction, as set forth herein shall have no effect as to any parties other than the Movants and the Insurers, and the automatic stay and/or Plan Injunction shall remain in full force and effect with respect to all other parties and their claims or causes of action, if any, against Plan Administrator, the Debtors, the Wind-Down Debtors (as defined in the Plan), their estates, or any of their successors or assigns.

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

7. Notwithstanding any other provision herein, Movants agree to waive any and all claims arising from or related to the Defense Costs that could otherwise be asserted against the Debtors, the Wind-Down Debtors (as defined in the Plan), their estates, or their respective successors and assigns.

8. Nothing contained in this Order shall modify or be deemed to amend (i) any term or condition of the policy or (ii) any person's rights, if any, under such Policy.

9. The fourteen (14) day stay provided by Bankruptcy Rule 4001(a)(3) is waived, and the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

10. The Movants shall service a copy of this Order upon the Insurers by first class mail within three (3) business days of entry of this Order.

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

12. This Court retains exclusive jurisdiction to resolve any dispute arising from or related to this Order.

Signed: January, __, 2025

Christopher M. Lopez
United States Bankruptcy Judge