UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION - DETROIT

In re: Fieldstone A&E, LLC, *d/b/a* Fieldstone Architecture & Engineering, *d/b/a* Fieldstone A&E, *d/b/a* Fieldstone Engineering, *d/b/a* Fieldstone Architecture, Debtor.	Case No. 26-48494-tjt Judge Thomas J. Tucker Chapter 11 Subchapter V

STIPULATION FOR RELIEF FROM THE AUTOMATIC STAY PURSUANT TO 11 U.S.C. § 362(d)

This Stipulation for Relief from the Automatic Stay Pursuant to 11 U.S.C. § 362(d) (this "Stipulation") is entered into by and among Fieldstone A&E, LLC, *d/b/a* Fieldstone Architecture & Engineering, *d/b/a* Fieldstone A&E, *d/b/a* Fieldstone Engineering, and *d/b/a* Fieldstone (the "Debtor") and North 1st Townhomes Homeowners Association, Inc. ("North 1st", and along with the Debtor, the "Parties"), by and through their undersigned counsel, seek relief from the automatic stay under 11 U.S.C. § 362 and state the following:

PROCEDURAL BACKGROUND

1. On July 30, 2026, the Debtor commenced this bankruptcy case (the "Bankruptcy Case") by filing a voluntary petition for relief under Subchapter V of

Title 11 of the United States Bankruptcy Code (11 U.S.C. §§ 101 et seq. (the "Bankruptcy Code")).

2. The relief requested pursuant to this Stipulation is made pursuant to section 362(d) of the Bankruptcy Code and Local Rule 4001-1 of the Local Rules of the Bankruptcy Court for the Eastern District of Michigan.

RELIEF REQUESTED

3. Pursuant to this Stipulation, North 1st seeks relief from the automatic stay pursuant to 11 *U.S.C.* §362(d), for "cause" to permit North 1st to proceed with a Florida state court construction defect litigation solely against defendants: (i) OE Kenwood, LLC; (ii) Peregrine Construction, LLC; (iii) Onyx and East Florida, LLC; and (iv) any subcontractors that have yet to be named in the litigation that have no affiliation with the Debtor. The automatic stay would remain in place in the litigation with respect to the Debtor, property of the Debtor, property of the bankruptcy estate, or any of the Debtor's current or former employees, officers, directors, members, managers, or other personnel.

FACTUAL BACKGROUND

4. North 1st governs the townhome property known as North 1st Townhomes located in Pinellas County, Florida (the "Subject Property"), and has the responsibility of maintaining and repairing the Subject Property's exterior and common elements.

5. The Debtor was the architect and engineer of record that designed the Subject Property.

6. On April 18, 2025, North 1st filed an action for damages against the Debtor and others styled *North 1st Townhomes Homeowners Association, Inc. v. OE Kenwood, LLC, et al.*, Case No. 25-002019-CI in the Sixth Judicial Circuit in and for Pinellas County, Florida (the "Defect Litigation"). In the Defect Litigation, North 1st alleges claims against multiple defendants for violations of applicable building codes, negligence, and vicarious liability involving the Subject Property.

7. The Defect Litigation presently involves five parties and a greater number of insurers. It is expected that at least one defendant will file a third-party action against a significant number of subcontractors that were involved in the original construction of the Subject Property.

8. The Defect Litigation has been set for jury trial on October 25, 2027. Any delay of the trial date will prejudice North 1st, related defendants, and future third-party defendants, while also disrupting the logistics of the Circuit Court in the Sixth Judicial Circuit of Florida given the Court and courthouse resources required to conduct an extended jury trial. The Debtor will not be prejudiced as the relief from stay does not include claims made against the Debtor for its alleged professional negligence, which shall remain subject to the bankruptcy stay.

STIPULATION

9. Pursuant to this Stipulation, North 1st has agreed that if the Debtor consents to relief from the automatic stay to allow North 1st to proceed with the Defect Litigation against the non-Debtor defendants, North 1st will not object to the automatic stay remaining in place with respect to the Debtor, property of the Debtor, property of the bankruptcy estate, or any of the Debtor's current or former employees, officers, directors, members, managers, or other personnel.

10. The Debtor will suffer no harm if this Court grants stay relief, since North 1st shall not seek satisfaction of any judgment, settlement, or award from the Debtor or the bankruptcy estate other than in the Bankruptcy Case, and shall not record nor enforce any lien, garnishment, execution, or other collection remedy against the Debtor or property of the estate without obtaining further relief from this Court.

11. Further, North 1st will be significantly prejudiced if the stipulated relief is not approved by this Court. North 1st alleges that it has suffered significant damages to date as a result of the violations of applicable building codes, negligence, and vicarious liability alleged. The damages are the result of water intrusion that worsens daily. If North 1st is not granted relief from the automatic stay, there could be an unnecessary delay of the trial and a significant increase in damages against the Debtor and all other defendants. The Debtor will

not be prejudiced as the claims asserted against it will remain stayed and subject to separate resolution either in the Bankruptcy Case or following further order of this Court.

REQUEST FOR WAIVER OF BANKRUPTCY RULE 4001(a)(3)

The Parties respectfully request that the 14-day stay contemplated by Bankruptcy Rule 4001(a)(3) be waived and that any order approving this Stipulation and granting related relief become effective and final, and immediately enforceable upon entry.

REQUEST FOR ENTRY OF STIPULATED ORDER

Accordingly, pursuant to the facts, diligence, and stipulation above, the Parties respectfully request entry of an order approving this Stipulation and granting the relief requested.

Dated: October 29, 2026

[Signatures Appear on Following Page]

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UNITED STATES BANKRUPTCY COURT
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In re: Fieldstone A&E, LLC, *d/b/a* Fieldstone Architecture & Engineering, *d/b/a* Fieldstone A&E, *d/b/a* Fieldstone Engineering, *d/b/a* Fieldstone Architecture, Debtor.	Case No. 26-48494-tjt Judge Thomas J. Tucker Chapter 11 Subchapter V

STIPULATED ORDER GRANTING RELIEF FROM THE AUTOMATIC STAY PURSUANT TO 11 U.S.C. § 362(d)

THIS MATTER comes before the Court on the *Stipulation for Relief from the Automatic Stay Pursuant to 11 U.S.C. § 362(d)* (the "Stipulation") entered into by and among Fieldstone A&E, LLC, *d/b/a* Fieldstone Architecture & Engineering, *d/b/a* Fieldstone A&E, *d/b/a* Fieldstone Engineering, and *d/b/a* Fieldstone (the "Debtor"), and North 1st Townhomes Homeowners Association, Inc. ("North 1st"), and along with the Debtorthe "Parties"), and the Court, having considered the Stipulation, and the file and record in this Bankruptcy Case, and being otherwise advised in the premises, finds and orders as follows:

THE COURT FINDS that the Parties have demonstrated that cause exists to approve the Stipulation[1] and grant the relief requested pursuant to section 362(d) of the Bankruptcy Code and Local Rule 4001-1 of the Local Rules of the Bankruptcy Court for the Eastern District of Michigan.

ACCORDINGLY, IT IS ORDERED:

1. The automatic stay is lifted to permit the Defect Litigation to proceed solely against defendants: (i) OE Kenwood, LLC; (ii) Peregrine Construction, LLC; (iii) Onyx and East Florida, LLC; and (iv) any subcontractors that have yet to be named in the Defect Litigation that have no affiliation with the Debtor. The automatic stay shall remain in place in the Defect Litigation with respect to the Debtor, property of the Debtor, property of the bankruptcy estate, or any of the Debtor's current or former employees, officers, directors, members, managers, or other personnel.

2. Unless and until this Court enters an order lifting the automatic stay against the Debtor in the Defect Litigation, any claims by North 1st against the Debtor, property of the Debtor, property of the bankruptcy estate, or any of the Debtor's current or former employees, officers, directors, members, managers, or other personnel shall only be brought and adjudicated in the Bankruptcy Case. This includes, but is not limited to, available insurance proceeds and contractual additional-insured rights that North 1st may have against the Debtor's insurers.

3. North 1st shall not seek satisfaction of any judgment, settlement, or award from the Debtor or the bankruptcy estate other than in the Bankruptcy Case, and shall not record nor enforce any lien, garnishment, execution, or other collection remedy against the Debtor or property of the estate without obtaining further relief from this Court.

4. This order shall continue in full force and effect if this case is dismissed or converted to a case under another chapter of the Bankruptcy Code.

5. The 14-day stay requirement of Rule 4001(a)(3) of the Federal Rules of Bankruptcy Procedure is waived and this Order is effective and final, and immediately enforceable upon entry.

[1] Capitalized terms used but not defined in this Order shall have the meaning given to them in the Stipulation.