Docket #0960 Date Filed: 10/20/2026

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
F21 OPCO, LLC,[1]	Case No. 25-10469 (MFW)
Post-Effective Date Debtor.	

CERTIFICATION OF COUNSEL REGARDING STIPULATION GRANTING RELIEF FROM THE AUTOMATIC STAY AND PLAN INJUNCTION

The undersigned counsel to Steven Balasiano, solely in his capacity as the plan administrator (the "Plan Administrator") of F21 OpCo, LLC, in the above-captioned chapter 11 cases, hereby certifies the following:

1. On March 16, 2025 (the "Petition Date"), F21 OpCo, LLC, F21 Puerto Rico, LLC, and F21 GiftCo Management, LLC (collectively, the "Debtors") each filed a voluntary petition for relief under title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"), and their chapter 11 cases were jointly administered as *In re F21 OPCO*, LLC, Case No. 25-10469 (MFW).

2. On June 24, 2025, the Bankruptcy Court entered the *Findings of Fact, Conclusions of Law, and Order Confirming the Debtors' Amended Joint Plan Pursuant to Chapter 11 of the Bankruptcy Code* (the "Confirmation Order") confirming the *Debtors' Amended Joint Plan Pursuant to Chapter 11 of the Bankruptcy Code* (as supplemented and otherwise amended, the

[1] The Post-Effective Date Debtor's service address is c/o MHR Advisory Group, LLC, 6701 Bay Parkway, 3rd Floor, Brooklyn, New York 11204, Attn: Steven Balasiano. On December 15, 2025, the Court entered a final decree closing the chapter 11 cases of Debtor F21 Puerto Rico, LLC, Case No. 25-10470 and Debtor F21 GiftCo Management, LLC, Case No. 25-10471.

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"Plan").[2] The Plan became effective on June 30, 2025 (the "Effective Date").[3]

3. Pursuant to the Plan, Confirmation Order, and the *Plan Administration Agreement* (the "PA Agreement"), on the Effective Date, the Plan Administrator was appointed as the representative of the Debtors to effectuate the wind down of the Debtors.[4] The Plan Administrator is authorized, among other things, to review, reconcile, object to, and resolve all claims.[5]

4. Claimant Eloise Gratz (the "Claimant") alleges that, prior to the Petition Date, she suffered an injury at a premises operated by one of the Debtors (the "Asserted Claim"). Claimant has indicated a desire to seek damages in connection with the Asserted Claim by potentially commencing litigation against, *inter alia*, one or more of the Debtors in federal or state court (a "Potential Action").

5. The injunction set forth in Article VIII.E of the Plan (the "Plan Injunction") will continue to be in full force and effect at the time that a Potential Action is commenced, subject to the express provisions of the Confirmation Order.

6. The Plan Administrator and Claimant have agreed to modify the Plan Injunction and, for the avoidance of doubt, lift the stay pursuant to section 362 of the Bankruptcy Code (the "Automatic Stay") as necessary, solely to allow Claimant to liquidate the Asserted Claim, including through the commencement of a Potential Action, as set forth in the stipulation attached to the proposed form of order (the "Proposed Order") as Exhibit 1 (the "Stipulation").

7. The Proposed Order approving the Stipulation is attached hereto as **Exhibit A**.

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2 Docket Nos. 343, 493.

3 *Notice of (I) Entry of Confirmation Order, (II) Occurrence of Effective Date, and (III) Final Deadlines for Filing Certain Claims* [Docket No. 514], at ¶ 2.

4 The substantially final form of the PA Agreement was filed on June 13, 2025, as part of the *Notice of Filing of Fully Compiled Plan Supplement for the Debtors' Amended Joint Plan Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 452], at Exhibit B.

5 *See* Plan, at Article IV.E.4(b); *see also* PA Agreement, at Article 2(b).

WHEREFORE, the undersigned counsel respectfully requests that the Court enter the Proposed Order, attached hereto as **Exhibit A**, at its earliest convenience.

Dated: October 20, 2026

COLE SCHOTZ, P.C.

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Counsel to the Plan Administrator

Exhibit A

Proposed Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
F21 OPCO, LLC,[1]	Case No. 25-10469 (MFW)
Post-Effective Date Debtor.	
	Related Docket No.

ORDER APPROVING STIPULATION AND GRANTING
RELIEF FROM THE AUTOMATIC STAY AND PLAN INJUNCTION

Upon consideration of the *Stipulation Granting Relief From the Automatic Stay and Plan Injunction* (the "Stipulation"),[2] a copy of which is attached hereto as **Exhibit 1**; and the related *Certification of Counsel Regarding Stipulation Granting Relief From the Automatic Stay and Plan Injunction*; and the Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and it appearing that approval of the Stipulation is in the best interests of the Debtors' estates and creditors; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Stipulation, attached hereto as **Exhibit 1**, is approved in its entirety.

2. Upon the Stipulation Effective Date, the Automatic Stay shall be deemed lifted and relief deemed granted from the Plan Injunction for the sole and exclusive purpose of allowing Claimant to liquidate Claimant's claims (collectively, the "Asserted Claim") outside the Bankruptcy Court, including through commencing litigation in a Potential Action nominally against the Debtors and/or any third-parties the Debtors are obligated to defend, indemnify, or

[1] The Post-Effective Date Debtor's service address is c/o MHR Advisory Group, LLC, 6701 Bay Parkway, 3rd Floor, Brooklyn, New York 11204, Attn: Steven Balasiano. On December 15, 2025, the Court entered a final decree closing the chapter 11 cases of Debtor F21 Puerto Rico, LLC, Case No. 25-10470 and Debtor F21 GiftCo Management, LLC, Case No. 25-10471.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Stipulation.

otherwise hold harmless, or against any other non-Debtor individuals or entities, including in any subsequent appeals, and to enforce judgment, including any alternative dispute resolution award or settlement, obtained on account of the Asserted Claim in a Potential Action solely against any available proceeds under the Debtors' Insurance Policies.

3. Except as set forth in the Stipulation, the Automatic Stay and Plan Injunction shall remain in full force and effect.

4. On the Stipulation Effective Date, any proofs of claim filed by Claimant in the Debtors' chapter 11 cases shall be deemed withdrawn and expunged with prejudice without the need for any further action on the part of the Debtors and their estates, the Plan Administrator, Claimant, or the Bankruptcy Court, and the claims agent in these chapter 11 cases is authorized to reflect such withdrawal in the claims register maintained in these proceedings.

5. The Parties are authorized and directed to take all actions necessary to effectuate the Stipulation.

6. This Order shall become effective immediately upon entry notwithstanding anything in the Federal Rules of Bankruptcy Procedure or otherwise to the contrary.

7. The Court shall retain jurisdiction over any and all issues arising from or related to the implementation and interpretation of this Stipulation.

Exhibit 1

Stipulation

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
F21 OPCO, LLC,[1]	Case No. 25-10469 (MFW)
Post-Effective Date Debtor.	

STIPULATION GRANTING RELIEF FROM THE AUTOMATIC STAY AND PLAN INJUNCTION

This stipulation and order (the "Stipulation") is entered into between (i) F21 Opco, LLC (together with F21 Puerto Rico, LLC and F21 GiftCo Management, LLC, the "Debtors"), by and through Steven Balasiano, solely in his capacity as Plan Administrator (as defined herein) and not in his individual capacity; and (ii) claimant Eloise Gratz (the "Claimant" and, collectively with the Plan Administrator, the "Parties" and each a "Party"). The Parties hereby stipulate and agree as follows.

RECITALS

A. On March 16, 2025 (the "Petition Date"), each of the Debtors filed a voluntary petition for relief under title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"), and their chapter 11 cases were jointly administered as *In re F21 OPCO,* LLC, Case No. 25-10469 (MFW).

B. On April 1, 2025, the Court entered the *Order (I) Establishing Bar Dates for Filing Proofs of Prepetition Claims, Including Section 503(b)(9) Claims; (II) Approving Form and*

[1] The Post-Effective Date Debtor's service address is c/o MHR Advisory Group, LLC, 6701 Bay Parkway, 3rd Floor, Brooklyn, New York 11204, Attn: Steven Balasiano. On December 15, 2025, the Court entered a final decree closing the chapter 11 cases of Debtor F21 Puerto Rico, LLC, Case No. 25-10470 and Debtor F21 GiftCo Management, LLC, Case No. 25-10471.

Manner of Notice Thereof; and (III) Granting Related Relief (the "Bar Date Order").[2] The Bar Date Order established, among other deadlines, May 12, 2025 as the last day for persons or entities, other than governmental units, to file proofs of claim (including administrative expense claims pursuant to section 503(b)(9) of the Bankruptcy Code) for claims that arose before the Petition Date (the "General Bar Date").

C. Claimant did not file a proof of claim in these chapter 11 cases and no such proof of claim appears on the claims register maintained in these proceedings as of the Stipulation Effective Date (as defined below).

D. On June 24, 2025, the Bankruptcy Court entered the *Findings of Fact, Conclusions of Law, and Order Confirming the Debtors' Amended Joint Plan Pursuant to Chapter 11 of the Bankruptcy Code* (the "Confirmation Order") confirming the *Debtors' Amended Joint Plan Pursuant to Chapter 11 of the Bankruptcy Code* (as supplemented and otherwise amended, the "Plan").[3] The Plan became effective on June 30, 2025 (the "Effective Date").[4]

E. Pursuant to the Plan, Confirmation Order, and the *Plan Administration Agreement* (the "PA Agreement"), on the Effective Date the Plan Administrator was appointed as the representative of the Debtors to effectuate the wind down of the Debtors.[5] The Plan Administrator is authorized, among other things, to review, reconcile, object to, and resolve all claims.[6]

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2 Docket No. 145.

3 Docket Nos. 343, 493. Capitalized terms not defined herein shall have the meanings ascribed to them in the Plan.

4 *Notice of (I) Entry of Confirmation Order, (II) Occurrence of Effective Date, and (III) Final Deadlines for Filing Certain Claims* [Docket No. 514], at ¶ 2.

5 The substantially final form of the PA Agreement was filed on June 13, 2025, as part of the *Notice of Filing of Fully Compiled Plan Supplement for the Debtors' Amended Joint Plan Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 452], at Exhibit B.

6 *See* Plan, at Article IV.E.4(b); *see also* PA Agreement, at Article 2(b).

F. Claimant asserts that on or about January 25, 2025, she allegedly suffered an injury at a premises operated by one of the Debtors (the "Asserted Claim"). Claimant has indicated a desire to seek damages in connection with the Asserted Claim by potentially commencing litigation against, *inter alia*, one or more of the Debtors in federal or state court (a "Potential Action").

G. The Debtors were party to certain general liability insurance policies that may be available to satisfy any successful claims asserted by Claimant in a Potential Action (such policies, as applicable, the "Insurance Policies").

H. The injunction set forth in Article VIII.E of the Plan (the "Plan Injunction") will continue to be in full force and effect at the time that a Potential Action is commenced, subject to the express provisions of the Confirmation Order. Absent this Stipulation, as approved by the Bankruptcy Court, if a Potential Action is filed by the Claimant, it would be in violation of the Plan Injunction and would be void.

I. The Parties have agreed, subject to approval of the Bankruptcy Court, to modify the Plan Injunction and, for the avoidance of doubt, lift the stay pursuant to section 362 of the Bankruptcy Code (the "Automatic Stay") as necessary, solely to allow Claimant to liquidate the Asserted Claim, including through the commencement of a Potential Action, subject to the terms and conditions set forth below.

NOW, THEREFORE, UPON THE FOREGOING RECITALS, WHICH ARE INCORPORATED AS THOUGH FULLY SET FORTH HEREIN, IT HEREBY IS STIPULATED AND AGREED, BY AND AMONGST THE PARTIES, THROUGH THE UNDERSIGNED, AND UPON BANKRUPTCY COURT APPROVAL HEREOF, IT SHALL BE ORDERED THAT:

1. This Stipulation shall have no force or effect unless and until approved by the Bankruptcy Court (the "Stipulation Effective Date").

2. Upon the Stipulation Effective Date, the Automatic Stay shall be deemed lifted and relief deemed granted from the Plan Injunction for the sole and exclusive purpose of allowing Claimant to liquidate the Asserted Claim outside the Bankruptcy Court, including through the commencement of litigation in a Potential Action nominally against the Debtors and/or any third-party the Debtors are obligated to defend, indemnify, or otherwise hold harmless, or against any other non-Debtor individuals or entities, including in any subsequent appeals, and to enforce judgment, including any alternative dispute resolution award or settlement, obtained on account of the Asserted Claim in a Potential Action (a "Judgment") solely against any available proceeds under the Debtors' Insurance Policies.

3. Nothing in this Stipulation is intended or shall be deemed to: (i) impair, modify, limit or expand the rights and duties of Claimant or the Debtors, if any, under the Insurance Policies; (ii) alter, amend or otherwise modify the terms and conditions of the Insurance Policies or any related agreements; (iii) create or permit a direct right of action by Claimant against any of the Debtors' insurers under the Insurance Policies; (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 the Insurance Policies or to otherwise assert any defenses to coverage; (v) constitute a determination or admission that coverage exists with respect to the Asserted Claim or a Potential Action; (vi) be a stipulation, agreement, warranty, or admission by the Debtors or their estates that (a) the Debtors or their estates are liable to Claimant for any amount, or (b) the Asserted Claim and any related damages asserted by Claimant are covered, in whole or in part, under any of the Insurance Policies; or (vii) 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 the Asserted Claim or a Potential Action or to incur any costs (including, without limitation, on account of any self-insured retentions under the Insurance Policies) in connection therewith.

4. Except as explicitly provided for in this Stipulation, the provisions of section 362 of the Bankruptcy Code, including, without limitation, the provisions thereof prohibiting execution, enforcement or collection of any Judgment, and the Plan Injunction, shall remain in full force and effect. Neither Claimant, nor any of Claimant's agents, attorneys, employees or other representatives or any person or entity claiming by or through Claimant, shall ever attempt to cause any action to be taken to collect any portion of any Judgment from (i) the assets or properties of the Debtors and their estates, including by seeking to collect any portion of any Judgment from the assets or properties of any third-party the Debtors are obligated to defend, indemnify, or otherwise hold harmless; or (ii) the Plan Administrator or any funds administered by the Plan Administrator (the "Plan Administrator Funds"), other than from any available proceeds under the Insurance Policies. In consideration of the modification of the Plan Injunction and the Automatic Stay except as otherwise expressly provided for in this Stipulation, Claimant, on its own behalf and anyone by and through it, waives with prejudice and releases, and is permanently enjoined from seeking: (i) payment of any Judgment, award, settlement, claim, distribution or any other rights to recover from the assets or property of the Debtors, their estates, the Plan Administrator, the Plan Administrator Funds, or any third-party the Debtors are obligated to defend, indemnify, or otherwise hold harmless, other than from any available proceeds under the Insurance Policies; and (ii) any right (if any) to receive any distributions under the Plan.

5. On the Stipulation Effective Date, any proofs of claim filed by Claimant in the Debtors' chapter 11 cases shall be deemed withdrawn and expunged with prejudice without the

need for any further action on the part of the Debtors and their estates, the Plan Administrator, Claimant, or the Bankruptcy Court, and the claims agent in these chapter 11 cases is authorized to reflect such withdrawal in the claims register maintained in these proceedings. Claimant shall take no action to enforce, collect, liquidate, or recover any Judgment received in connection with a Potential Action against the Plan Administrator, Plan Administrator Funds, the Debtors, the Debtors' estates, or any third-party the Debtors are obligated to defend, indemnify, or otherwise hold harmless. The withdrawal of all proofs of claim filed by Claimant in these proceedings as provided for herein shall not impair, prejudice, waive or otherwise affect the rights of Claimant as provided in this Stipulation to prosecute the Asserted Claim in a Potential Action and to recover or receive payment on account of the Asserted Claim solely from the Debtors' Insurance Policies, as provided for herein.

6. Claimant may only commence a Potential Action nominally against the Debtors and nominally against any third-party the Debtors are obligated to defend, indemnify, or otherwise hold harmless, and neither the Plan Administrator, the Debtors, any affiliate of any of the foregoing, nor any third-party the Debtors are obligated to defend, indemnify, or otherwise hold harmless shall be obligated to: (i) pay any amounts owed or awarded in connection with a Potential Action or the Asserted Claim, including, but not limited to, any monetary damages, insurance deductible, self-insured retention, or attorneys' fees and expenses; (ii) participate or otherwise expend any resources, financially or otherwise, in a Potential Action; (iii) comply with any insurance policy provisions regarding a Potential Action; or (iv) pay or otherwise satisfy (a) any self-insured retention or deductible liability; (b) any obligation to post any security or deposit with an insurer pursuant to the terms of any insurance policy; (c) any defense costs; (d) any Judgment;

or (e) any other costs of any kind arising out of or related to a Potential Action, including, without limitation, costs associated with any discovery conducted in connection with a Potential Action.

7. The limited relief set forth herein shall not be construed as an admission of liability by the Plan Administrator, the Debtors, or the Debtors' estates regarding any claim or cause of action arising from or in relation to the Asserted Claim or any other matter.

8. This Stipulation shall become effective immediately upon entry by the Bankruptcy Court and is not subject to the fourteen-day stay provided in Rule 4001(a)(3) of the Federal Rules of Bankruptcy Procedure.

9. This Stipulation may be executed in multiple counterparts, each of which shall be deemed an original, including any facsimile or "PDF" counterparts, and which together shall constitute one and the same agreement.

10. The Bankruptcy Court shall retain jurisdiction over any and all issues arising from or related to the implementation and interpretation of this Stipulation.

AGREED TO BY:

By: */s/ Charles Fendrych*
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