

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

In re:	)	Chapter 11
	)	
INVACARE CORPORATION, ET AL.,	)	Case No. 23-90068 (CML)
	)	
Debtor.	)	(Jointly Administered)
	)	

**AGREED ORDER REGARDING MARTY JOE RAINES AND SHANE RAINES’S  
MOTION FOR RELIEF FROM THE AUTOMATIC STAY PURSUANT TO 11 U.S.C. §  
362(d) AND WAIVER OF THE 30 DAY HEARING REQUIREMENT OF §362(e)**

Upon the motion (“Lift Stay Motion”)<sup>1</sup> of Marty Joe Raines and Shane Raines, as parents and next friends of Caylin Raines, deceased, and Marty Joe Raines in his individual capacity (the “Raines Family” or “Movants”) for entry of an order for relief from the automatic stay pursuant to 11 U.S.C. § 362(d); and the Court having found that the Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and appropriate notice having been provided under the circumstances of the Lift Stay Motion and that no other or further notice is required; and Movants and the Debtors stipulate and agree, and the Court hereby orders (the “Agreed Order”) that:

1. Notwithstanding anything to the contrary in the *First Amended Joint Chapter 11 Plan of Invacare Corporation and its Debtor Affiliates* [Docket No. 366] (as may be amended, the “Plan”), or the Confirmation Order, as entered, immediately upon the Effective Date of the Plan, the automatic stay and any injunction provided for in the Confirmation Order or in the Plan, as applicable, shall be lifted or modified to allow (but not require) the prosecution, defense, settlement, and administration of the matter captioned Marty and Joe Raines and Shane Raines, as

---

<sup>1</sup> Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in *Marty Joe Raines and Shane Raine’s Motion for Relief from the Automatic Stay Pursuant to 11 U.S.C. § 362(d) and Waiver of the 30 Day Hearing Requirement of § 362(e)* [Docket No. 381] (the “Lift Stay Motion”).

parents and next friends of Caylin Raines, Deceased, and Marty Joe Raines, individually v. Invacare Corporation, *et al.*, in the McClain County, Oklahoma District Court under Case No. CJ-2017-138 (the “Raines Matter”) and the pursuit and liquidation of claims asserted, related to, arising under, or that may otherwise arise under the Raines Matter or the Raines proof of claim (Claim No. 10282) (together, the “Raines Claims”).

2. The Raines Claims, including any amounts contained within a self-insured retention, deductible, or similar requirement set forth in any applicable insurance policy of the Debtors, shall be satisfied, if Allowed, pursuant to the Plan as a General Unsecured Claim except to the extent covered by any such insurance policy or policies. Nothing in this paragraph should be construed as (i) creating or enlarging any direct right of action at applicable law, (ii) modifying the terms, conditions, or coverage provided by or under the insurance policies of any of the Debtors or Reorganized Debtors, (iii) an admission that any insurance proceeds are or will be available in respect of the Raines Claims; (iv) precluding or limiting the rights of any insurer to contest or litigate the existence, primacy, or scope of available coverage, or to assert any defenses to coverage, if any insurance coverage exists, or (v) an admission of liability by the Debtors, Reorganized Debtors, or any insurer regarding any claims or causes of arising from or in relation to the Raines Matter, or any other parties.

3. If a judgment is signed or a settlement is reached, the Raines Claim filed by Raines in these cases, if any, shall be subsequently adjusted by the amount of the judgment or settlement on a dollar-for-dollar basis. If a settlement is reached that includes a complete release of Raines’ proofs of claim, if any, against Debtors, the Raines Claim shall be withdrawn in its entirety.

4. Nothing in this Stipulation or the relief sought herein shall constitute or be deemed: (a) an allowance of administrative expense claim under section 503(b) of the Bankruptcy Code;

(b) an assumption or rejection of an executory contract or unexpired lease under section 365 of the Bankruptcy Code; (c) an admission as to the amount of, basis for, or validity of any claim against the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (d) a waiver of the Debtors' or any other party-in-interest's right to dispute any claim on any grounds whatsoever; (e) a promise or requirement to pay any claim; (f) an implication or admission that any particular claim is of a type specified or defined in the Stipulation or a finding that any particular claim is an administrative expense claim or other priority claim; (g) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' bankruptcy estates; or (h) a waiver or limitation of the Debtors' rights under the Bankruptcy Code or any other applicable nonbankruptcy law.

5. The Court shall retain sole and exclusive jurisdiction with respect to the automatic stay and its application to any actions other than those expressly provided for in this Agreed Order and any disputes arising in respect of termination of the lifting of the stay by failure to meet a necessary condition of the agreement reached between the Parties and approved herein.

Dated: \_\_\_\_\_, 2023

---

CHRISTOPHER M. LOPEZ  
UNITED STATES BANKRUPTCY JUDGE

**AGREED IN FORM AND SUBSTANCE:**

**The Raines Family**

By: /s/ Christina W. Stephenson

CROWE & DUNLEVY, P.C.

Christina W. Stephenson

State Bar No. 24049535

Vickie L. Driver

State Bar No. 24026886

2525 McKinnon St., Suite 425

Dallas, TX 75201

Telephone: 737.218.6187

Email:Crissie.stephenson@crowedunlevy.com

**ATTORNEYS FOR THE RAINES  
FAMILY**

Houston, Texas

Dated: April 27, 2023

*/s/ Matthew D. Cavanaugh*

---

**JACKSON WALKER LLP**

Matthew D. Cavanaugh (TX Bar No. 24062656)

Jennifer F. Wertz (TX Bar No. 24072822)

J. Machir Stull (TX Bar No. 24070697)

Victoria N. Argeroplos (TX Bar No. 24105799)

1401 McKinney Street, Suite 1900

Houston, TX 77010

Telephone: (713) 752-4200

Facsimile: (713) 752-4221

Email: mcavanaugh@jw.com

jwertz@jw.com

mstull@jw.com

vargeroplos@jw.com

*Co-Counsel to the Debtors  
and Debtors in Possession*

**KIRKLAND & ELLIS LLP**

**KIRKLAND & ELLIS INTERNATIONAL LLP**

Ryan Blaine Bennett, P.C. (admitted *pro hac vice*)

Yusuf Salloum (admitted *pro hac vice*)

300 North LaSalle Street

Chicago, Illinois 60654

Telephone: (312) 862-2000

Facsimile: (312) 862-2200

Email: ryan.bennett@kirkland.com

yusuf.salloum@kirkland.com

*Co-Counsel to the Debtors and  
Debtors in Possession*

**MCDONALD HOPKINS LLC**

Shawn M. Riley (admitted *pro hac vice*)

David A. Agay (admitted *pro hac vice*)

Nicholas M. Miller (admitted *pro hac vice*)

Maria G. Carr (admitted *pro hac vice*)

600 Superior Avenue, E., Suite 2100

Cleveland, OH 44114

Telephone: (216) 348-5400

Facsimile: (216) 348-5474

Email: sriley@mcdonaldhopkins.com

dagay@mcdonaldhopkins.com

nmiller@mcdonaldhopkins.com

mcarr@mcdonaldhopkins.com

*Co-Counsel to the Debtors and  
Debtors in Possession*

**KIRKLAND & ELLIS LLP**

**KIRKLAND & ELLIS INTERNATIONAL LLP**

Erica D. Clark (admitted *pro hac vice*)

601 Lexington Avenue

New York, New York 10022

Telephone: (212) 446-4800

Facsimile: (212) 446-4900

Email: erica.clark@kirkland.com

*Co-Counsel to the Debtors and  
Debtors in Possession*