

**Presentment Date: June 12, 2024 at 11:00 a.m.**  
**Objections Due By: June 5, 2024 at 4:00 p.m.**  
**Hearing, if held: June 17, 2024 at 1:00 p.m.**

**GARFUNKEL WILD, P.C.**  
111 Great Neck Road  
Great Neck, New York 11021  
Telephone: (516) 393-2200  
Facsimile: (516) 466-5964  
Adam T. Berkowitz, Esq.  
Michael D. Goldberg, Esq.

*Counsel for the Debtor  
and Debtor-in-Possession*

**UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF NEW YORK**

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In re:

SHELTERING ARMS CHILDREN AND  
FAMILY SERVICES, INC.

Chapter 11

Case No. 24-41037 (JMM)

Debtor.  
-----X

**NOTICE OF PRESENTMENT OF STIPULATION AND AGREED ORDER  
MODIFYING THE AUTOMATIC STAY AND LIMITING RECOVERY TO  
PROCEEDS OF AVAILABLE INSURANCE**

**(Claimant: Nikolaos Karagiannis and Nikolaos Kalamaras)**

**PLEASE TAKE NOTICE** that the *Stipulation and Agreed Order Modifying the Automatic Stay and Limiting Recovery to Proceeds of Available Insurance* (the “**Stipulation and Agreed Order**”), annexed hereto as Exhibit A, will be presented for signature to the Honorable Jil Mazer-Marino, United States Bankruptcy Judge for the Eastern District of New York, at the Conrad B. Duberstein U.S. Courthouse, 271-C Cadman Plaza East, Suite 1595, Brooklyn, NY 11201, on **June 12, 2024 at 11:00 a.m. (prevailing Eastern Time)** (the “**Presentment Date**”).

**PLEASE TAKE FURTHER NOTICE**, that if there are no timely filed objections the Stipulation and Agreed Order may be deemed unopposed and the Stipulation and Agreed Order may be so ordered without further notice.

**PLEASE TAKE FURTHER NOTICE**, that objections, if any, to the Stipulation and Agreed Order shall be made in writing, shall state with particularity the grounds for the objection, and shall be filed with the Court, in electronic format, by utilizing the Court's electronic case filing system at: <https://ecf.nyeb.uscourts.gov/>, or if the same cannot be filed electronically, by manually filing same with the Clerk of the Court together with a CD-ROM containing same in Word and PDF format, with a hard copy provided to the Clerk of the Court's Office at the Bankruptcy Court, Conrad B. Duberstein U.S. Courthouse, 271-C Cadman Plaza East, Suite 1595, Brooklyn, NY 11201, and served upon: (a) Garfunkel Wild, P.C., 111 Great Neck Road, 6<sup>th</sup> Floor, Great Neck, New York 11021, Attn: Adam T. Berkowitz, Esq. and Michael D. Goldberg, Esq., proposed counsel for the Debtors; (b) counsel to any committee of unsecured creditors appointed in this case; and (c) the Office of the United States Trustee for the Eastern District of New York, Alexander Hamilton Custom House, One Bowling Green, Suite 510, New York, New York 10004, Attn: Jeremy S. Sussman, Esq. (the "**Notice Parties**"), so as to be actually received by the Notice Parties by no later than **June 5, 2024 at 4:00 p.m. (prevailing Eastern Time)**.

**PLEASE TAKE FURTHER NOTICE**, that should any timely objections be filed, a hearing to consider the Stipulation and Agreed Order and the objections thereto will be held on **June 17, 2024 at 1:00 p.m. (prevailing Eastern Time) (the "**Hearing**")**, before the Honorable Jil Mazer-Marino, United States Bankruptcy Judge for the Eastern District of New York, at the Conrad B. Duberstein U.S. Courthouse, 271-C Cadman Plaza East, Suite 1595, Brooklyn, NY

11201. The Hearing, if held, may be held in person, by phone, or by videoconference. Regardless of whether you intend to appear in person, by phone, or by videoconference, those intending to appear at the Hearing, if held, must register with eCourt Appearances no later than two (2) days prior to the Hearing. The phone number or video link for the Hearing will be emailed only to those that register with eCourt Appearances in advance of the final hearing. Instructions for registering with eCourt Appearances can be found at <https://www.nyeb.uscourts.gov/node/2126>. If you do not have internet access or are otherwise unable to register with eCourt Appearances, you may call or email Judge Mazer-Marino's courtroom deputy for instructions at (347) 394-1844, [JMM\\_Hearings@nyeb.uscourts.gov](mailto:JMM_Hearings@nyeb.uscourts.gov).

**PLEASE TAKE FURTHER NOTICE** that the Hearing, if any, on the Stipulation and Agreed Order may be adjourned from time to time without further notice except as announced in open court at the Hearing, if held, or at any adjourned hearing.

Dated: Great Neck, New York  
May 22, 2024

**GARFUNKEL WILD, P.C.**

By: /s/ Adam T. Berkowitz  
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*Counsel for the Debtor  
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**Exhibit A**

**Stipulation and Agreed Order**

**GARFUNKEL WILD, P.C.**  
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*Counsel for the Debtor  
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**UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF NEW YORK**

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In re:

SHELTERING ARMS CHILDREN AND  
FAMILY SERVICES, INC.

Chapter 11

Case No. 24-41037 (JMM)

Debtor.

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**STIPULATION AND AGREED ORDER MODIFYING THE AUTOMATIC STAY  
AND LIMITING RECOVERY TO PROCEEDS OF AVAILABLE INSURANCE**

**(Claimant: Nikolaos Karagiannis and Nikolaos Kalamaras)**

THIS CAUSE coming before the United States Bankruptcy Court for the Eastern District of New York (the or this “**Court**”) on the agreement between Sheltering Arms Children and Family Services, Inc. (“**Sheltering Arms**” or the “**Debtor**”)<sup>1</sup> a as debtor and debtor-in-possession in this chapter 11 case (the “**Chapter 11 Case**”), Nikolaos Karagiannis and Nikolaos Kalamaras (each a “**Claimant**” and, collectively, the “**Claimants**”), to modify the automatic stay in connection with the Action (as defined below) against the Debtor, but limiting all recovery against the Debtor, or any person or entity that may have any indemnification claim against the Debtor, solely to any available insurance coverage; and the Court being fully advised of the following agreement (the “**Stipulation and Agreed Order**”) between the parties:

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<sup>1</sup> The last four digits of the Debtor’s federal tax identification number are 9095.

A. On March 7, 2024 (the “**Petition Date**”), the Debtor filed a voluntary petition for relief under chapter 11 of Title 11 of the United States Code (the “**Bankruptcy Code**”).

B. Prior to the Petition Date, the Claimant Nikolaos Karagiannis commenced a personal injury action against the Debtor and certain third-parties, including the Claimant Nikolaos Kalamaras in the Supreme Court of the State of New York, County of Queens, styled as *Nikolaos Karagiannis v. Latoya Jones et al.*, Index No. 720823/2021 (the “**Action**”). Subsequently the Claimant Nikolaos Kalamaras raised certain cross-claims against the Debtor.

C. Upon the commencement of the Chapter 11 Case, continuation of the Action was stayed by operation of section 362(a) of the Bankruptcy Code.

D. Neither Claimant has filed a proof of claim in the Chapter 11 Case.

E. In connection with the Action, the Claimants seek relief from the automatic stay for the sole purpose of proceeding with the Action. The Claimants have agreed to limit any recovery that may be obtained against the Debtor, or any person or entity that may have any indemnification claim against the Debtor, in connection with the Action solely to the proceeds of any available insurance coverage and to waive the right to file a claim against the Debtor’s bankruptcy estate.

**IT IS THEREFORE STIPULATED, AGREED, AND ORDERED**, as follows:

1. The foregoing recitals are hereby fully incorporated into and made an express part of this Stipulation and Agreed Order.

2. Effective as of the date this Stipulation and Agreed Order is “so-ordered” by the Court, the automatic stay imposed in the Chapter 11 Case pursuant to section 362(a) of the Bankruptcy Code is hereby modified for the sole purpose of allowing the Action to proceed to judgment or settlement in a forum other than this Court; provided, however, that: (a) any

recovery by the Claimants in the Action against the Debtor, or any person or entity that may have any indemnification claim against the Debtor, including, without limitation, Latoya Jones, shall be limited solely to any available insurance coverage of the Debtor; (b) each Claimant: (i) waives the right, if any, to file a claim against the Debtor's bankruptcy estate in this Chapter 11 Case, and (ii) waives and releases any and all claims as against the Debtor's bankruptcy estate, including, without limitation, any claim for legal fees and costs and other related fees and expenses in connection with the Action; provided however, this shall in no way be deemed or construed as a waiver and/or release of either Claimant's rights to pursue and recover damages awarded in connection with the Action, whether jointly or severally, from any applicable insurance policies maintained by the Debtor; (c) each party shall bear its own legal fees and costs and other related fees and expenses in connection with this stipulation; and (d) subject to further order of this Court, the Debtor shall not be required to participate in any way in the Action.

3. Except as otherwise set forth herein, the provisions of section 362 of the Bankruptcy Code, including, without limitation, those provisions prohibiting execution, enforcement, or collection of any judgment that may be obtained against the Debtor shall remain in full force and effect, and neither Claimant, nor any of their agents, attorneys or representatives shall take any action to execute, enforce or collect on any such judgment against the Debtor or its estate. Notwithstanding the foregoing, the provisions of this paragraph shall in no way be deemed or construed to prevent the Claimants from seeking execution, enforcement, or collection of any judgment that may be obtained against the Debtor from the carriers providing insurance coverage to the Debtor.

4. This Stipulation and Agreed Order 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.

5. This Stipulation and Agreed Order constitutes the entire agreement between the parties and may not be amended or modified in any manner except by a writing signed by each of the parties or their counsel and approved by the Court.

6. Each party and signatory to this Stipulation and Agreed Order represents and warrants to each other party hereto that such party or signatory has full power, authority and legal right and has obtained all approvals and consents necessary to execute, deliver and perform all actions required under this Stipulation.

7. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation of this Stipulation and Agreed Order.

*[Remainder of Page Intentionally Left Blank]*



8. This Stipulation and Agreed Order is solely to allow the Claimants to proceed with the Action in the forum where filed and to liquidate the claims against the Debtor (but limiting all recovery against the Debtor, or any party or entity that may have any indemnification claim against the Debtor, including, without limitation, Latoya Jones, solely to any available insurance coverage) and this Stipulation and Agreed Order shall not be construed as an admission of liability by the Debtor or its estate in connection with the Action.

**AGREED TO IN FORM AND SUBSTANCE:**

**GARFUNKEL WILD, P.C.**

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*Counsel for the Debtor  
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**THE LAW OFFICE OF MICHAEL  
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*Counsel for the Claimant Nikolaos Kalamaras*

**THE LAMBROU LAW FIRM P.C.**

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*Counsel for the Claimant Nikolaos Karagiannis*

**SO ORDERED:**