



Order Filed on December 18, 2024  
by Clerk  
U.S. Bankruptcy Court  
District of New Jersey

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY  
Caption in Compliance with D.N.J. LBR  
9004-1(b)**

ANSELL GRIMM & AARON, P.C.  
James G. Aaron, Esq.  
Anthony D'Artiglio, Esq.  
Ansell Grimm & Aaron, P.C.  
365 Rifle Camp Road  
Woodland Park, New Jersey 07424  
Tel: (973) 247-9000  
E-mail: [adartiglio@ansell.law](mailto:adartiglio@ansell.law)  
*Attorneys for Nostrum Laboratories, Inc.*

In re:

NOSTRUM LABORATORIES, INC.,  
  
Debtor.

Case No.: 24-19611


Chapter 11

Honorable John K. Sherwood, U.S.B.J.

**ORDER EXTENDING THE AUTOMATIC STAY UNDER 11 U.S.C. § 362(a) AND  
GRANTING A PRELIMINARY INJUNCTION PURSUANT TO 11 U.S.C. § 105(a)**

The relief set forth on the following pages, numbered two (2) through five (5) is  
**ORDERED.**

**DATED: December 18, 2024**

  
\_\_\_\_\_  
Honorable John K. Sherwood  
United States Bankruptcy Court

Upon the Motion of Nostrum Laboratories, Inc. (“Nostrum,” “NLI”, or “Debtor”) for an Interim Order (I) Extending The Automatic Stay Under 11 U.S.C. § 362(a); (II) For A Preliminary Injunction; And (III) For A Temporary Restraining Order Pursuant To 11 U.S.C. § 105(a), extending the automatic stay provisions of section 362 of the Bankruptcy Code to the Non-Debtors, Nirmal Mulye, Ph.D (“Mulye”), Nostrum Pharmaceuticals, LLC (“NPLLC”), and issue a preliminary injunction and temporary restraining order, as more fully described in the Motion and declaration of Nirmal Mulye, Ph.D. (“Mulye Declaration”); and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the Standing Order of Reference to the Bankruptcy Court Under Title 11 of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on September 18, 2012 (Simandle, C.J.); and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Debtor, Mulye, NPLLC, and Citizens Bank, N.A. (“Citizens”) having agreed to a consensual resolution of this Motion, and this Court having found that the Debtor’s notice of the Motion was appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and the this Order setting forth the consensual resolution of the Motion; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefore,

**IT IS HEREBY ORDERED THAT:**

1. The portion of the Motion seeking any relief related to NPLLC is hereby **WITHDRAWN WITHOUT PREJUDICE.**

2. Mulye consents to the entry of judgment against Nirmal Mulye and in favor of Citizens Bank, N.A., in the amount of \$17,532,315.01, plus post-judgment interest at the rate of

4.1% per annum, which shall accrue from and after November 25, 2024 (the “Judgment”), in the District Court matter pending in the District Court of New Jersey, Case No. 3:23-cv-00545-RK-RLS (the “First District Court Action”). Upon entry, the Judgment shall constitute a final order of the United States District Court of the District of New Jersey. Citizens shall be permitted to docket and/or domesticate the judgment into any jurisdiction. Mulye hereby waives all rights to, and shall not, file an appeal or motion for reconsideration or otherwise challenge the entry, docketing and/or domestication of the Judgment set forth in this paragraph of the Final Order.

3. The entry of Judgment as set forth in Paragraph 2 hereof shall not preclude Citizens from seeking a supplemental judgment for fees and costs, including, without limitation, attorneys’ fees, as set forth in the underlying loan documents, and the entry of Judgment shall not constitute a waiver of Citizens’ rights to recover and to seek payment of such fees and costs. Notwithstanding the above, any awards for fees and costs payable by Mulye, including without limitation, attorneys’ fees for Citizens shall be determined solely in this bankruptcy case; *provided, however*, if this bankruptcy case is dismissed prior to the determination of the fees and costs owed to Citizens, Citizens shall be permitted to seek such determination and accompanying judgment with the District Court of New Jersey or any other appropriate jurisdiction and Mulye shall not contest the timeliness of any motion seeking such determination.

4. In the event that Citizens secures an award of costs and fees, including, without limitation, attorneys’ fees and costs against Debtor in this Bankruptcy or reaches a consensual agreement with Debtor on the amount of attorneys’ fees and costs owed to Citizens, Citizens shall be permitted to amend any judgment entered against Mulye pursuant to paragraph 2 above to include the award of attorneys’ fees and costs.

5. The automatic stay in Section 362(a) of the Bankruptcy Code is extended to Mulye

solely to the extent of preventing Citizens from collecting the Judgment, and such stay shall be in effect until the earliest of the occurrence of any of the following: (i) conversion of this bankruptcy case to a case proceeding under Chapter 7 of the Bankruptcy Code, (ii) dismissal of this bankruptcy case, (iii) the occurrence of an Event of Default under the Final Cash Collateral Order (Docket Entry No. 186) that is not cured within the time period set forth in the Final Cash Collateral Order unless such Event of Default is determined by this Court not to qualify as an Event of Default under the Final Cash Collateral Order; and (iv) consummation of a sale of all or substantially all of the Debtor's assets as contemplated and defined in the Final Cash Collateral Order.

6. Other than to the extent set forth herein, nothing contained in the Motion or this Order, and no action taken pursuant to the relief requested or granted (including any payment made in accordance with this Order), is intended as or shall be construed or deemed to be: (a) an admission as to the amount of, basis for, or validity of any claim against the Debtor under the Bankruptcy Code or other applicable non-bankruptcy law; (b) a waiver of the Debtor's or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission or finding that any particular claim is an administrative expense claim, other priority claim or otherwise of a type specified or defined in the Motion or this Order; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to Section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability or perfection of any lien on, security interest in, or other encumbrance on property of the Debtor's estates, (g) a waiver or limitation of any claims, causes of action or other rights of the Debtor or any other party in interest against any person or entity under the Bankruptcy Code or any other applicable law, or (h) a waiver, modification, limitation or compromise in any way of the rights of Citizens against any party, other than Mulye to the

extent set forth herein, that is or may be liable to Citizens for the obligations of the Debtor under the applicable loan documents.

7. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

8. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Final Order are immediately effective and enforceable upon its entry.

9. The Debtor is authorized to take all actions necessary to effectuate the relief granted in this Final Order in accordance with the Motion.

10. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Final Order.