

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

In re:)	
)	Chapter 11
CORELLE BRANDS ACQUISITION HOLDINGS LLC, <u>et al.</u> , ¹)	Case No. 23-90716 (MI)
)	
Reorganized Debtors.)	(Jointly Administered)
)	
)	

STIPULATION AND AGREED ORDER RESOLVING (A) MOTION TO ENFORCE CONFIRMATION AND PLAN AND (B) CROSS-MOTION TO CLARIFY, OR IN THE ALTERNATIVE, MODIFY THE CONFIRMATION ORDER AND PLAN

This stipulation and agreed (the “**Stipulation**”) is entered into between (1) Corelle Brands Acquisition Holdings LLC and its affiliated reorganized debtors (collectively, the “**Debtors**” or “**Reorganized Debtors**,” as applicable), and (2) Frank V. Cesarone and Meyers & Flowers, LLC (together, “**Cesarone**,” and together with the Reorganized Debtors, the “**Parties**”).

WHEREAS, on June 12, 2023, the Debtors filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the Southern District of Texas (the “**Court**”) thereby initiating the above-captioned chapter 11 cases (the “**Chapter 11 Cases**”), which are jointly administered for

¹ The reorganized debtors in these chapter 11 cases, along with the last four digits of their respective employer identification numbers or registration numbers in the applicable jurisdictions, are as follows: Corelle Brands (Texas) Inc. (2526); Corelle Brands Acquisition Holdings LLC (9089); Corelle Brands Acquisition Intermediate Holdings Inc. (3303); Corelle Brands Holdings Inc. (3318); Corelle Brands (Charleroi) LLC (7347); Corelle Brands LLC (0566); Corelle Brands (Corning) LLC (8085); Corelle Brands (Latin America) LLC (8862); EKCO Group, LLC (7167); EKCO Housewares, Inc. (0216); EKCO Manufacturing of Ohio, Inc. (7300); Corelle Brands (Canada) Inc. (5817); Instant Brands (Canada) Holding Inc. (4481); Instant Brands Inc. (8272); and Corelle Brands (GHC) LLC (9722). The address of the reorganized debtors’ corporate headquarters is 3025 Highland Parkway, Suite 700, Downers Grove, IL 60515.

procedural purposes only pursuant to the Court’s *Order Directing Joint Administration of Chapter 11 Cases* [Docket No. 40];

WHEREAS, on February 23, 2024, the Court issued its *Findings of Fact, Conclusions of Law, and Order (I) Confirming the Joint Chapter 11 Plan of Reorganization of Instant Brands Acquisition Holdings Inc. and its Debtor Affiliates and (II) Approving the Disclosure Statement on a Final Basis* [Docket No. 1146] (the “**Confirmation Order**”), confirming the plan (the “**Plan**”) attached as Exhibit A thereto;²

WHEREAS, Article XI.G of the Plan provides in part:

Except as otherwise expressly provided in the Plan (including as set forth in Article VII.L with respect to Product Liability Claims) or the Confirmation Order, upon the Effective Date, the Debtors shall be deemed discharged and released under and to the fullest extent provided under section 1141(d)(1)(A) of the Bankruptcy Code from any and all Claims and Interests of any kind or nature whatsoever, including demands and liabilities that arose on or before the Effective Date, and all debts of the kind specified in section 502(g), 502(h), or 502(i) of the Bankruptcy Code.

WHEREAS, 11 U.S.C. § 524(a)(2) provides that a discharge under chapter 11 “operates as an injunction against the commencement or continuation of an action, the employment of process, or an act, to collect, recover or offset any such debt as a personal liability of the debtor, whether or not discharge of such debt is waived.” (the “**Discharge Injunction**”);

WHEREAS, Paragraph 31(a)(ii) of the Confirmation Order included an injunction staying and enjoining, until the resolution of certain litigation, among other things, any Product Liability Claim (the “**Product Liability Claims Stay and Injunction**” together with the Discharge Injunction, the “**Plan Injunctions**”);

WHEREAS, the Plan became effective on February 27, 2024 (the “**Effective Date**”);

² Capitalized terms not otherwise defined herein have the meanings ascribed to them in the Plan.

WHEREAS, on March 28, 2024, and June 23, 2025, Cesarone filed 20 lawsuits (the “**Cesarone Lawsuits**”)³ which named as a defendant one or more of the Reorganized Debtors;

WHEREAS, the Cesarone Lawsuits have been stayed and placed on the Circuit Court of Cook County Law Division’s Stay / Bankruptcy Calendar;

WHEREAS, on June 27, 2025, the Reorganized Debtors filed the *Reorganized Debtors’ Motion to Enforce Confirmation Order and Plan* [Dkt. No. 1487] (the “**Motion to Enforce**”);

WHEREAS, on July 31, 2025, Cesarone and the plaintiffs in the Cesarone Lawsuits separately filed the *Objection to Reorganized Debtors’ Motion to Enforce Confirmation Order and Plan and Cross-Motion to Clarify Confirmation Order and in the Alternative, Modify the Product Liability Claims Stay Injunction* [Dkt. Nos. 1492 & 1493] (the “**Cross-Motions**”);

WHEREAS, the Parties have conferred and agreed to resolve the Motion to Enforce and Cross-Motions and to the limited relief herein;

NOW THEREFORE, the Parties hereby stipulate and agree and, upon entry by the Court, it is **ORDERED** that:

1. The Motion to Enforce and the Cross-Motion are withdrawn without prejudice.
2. The Plan Injunctions are modified: (a) to retroactively permit Cesarone and the plaintiffs to file each of the Cesarone Lawsuits that are stayed on the date this Stipulation is entered (the “**Stayed Cesarone Lawsuits**”); (b) to retroactively permit Cesarone and the plaintiffs to allow the Stayed Cesarone Lawsuits to remain pending from the date of their respective filings until the Reorganized Debtors give notice that the Product Liability Claims Stay and Injunction is no longer in effect pursuant to paragraph 3 of this Stipulation if and only if the Stayed Cesarone Lawsuits remain stayed; and (c) to permit Cesarone to obtain service of the Stayed Cesarone Lawsuits which

³ The complaints filed in the Cesarone Lawsuits are attached as Exhibits A-C and G-W to the Motion to Enforce.

the Reorganized Debtors hereby agree to accept. Nothing contained in this Stipulation will modify the Plan Injunctions to allow Cesarone or the plaintiffs in any of the Stayed Cesarone Lawsuits to prosecute the Stayed Cesarone Lawsuits except for the actions expressly authorized in the foregoing sentence.

3. The Reorganized Debtors shall notify Cesarone when the Product Liability Claims Stay and Injunction is no longer effective within five (5) calendar days after it is dissolved, lifted or otherwise ceases to be effective by both email to Frank Cesarone (fvc@meyers-flowers.com) and Stacy O'Connor (sao@meyers-flowers.com), and by first-class mail (Meyers & Flowers, LLC, Attn: Stacy O'Connor, 3 N. 2nd Street, Suite 300, St. Charles, IL 60174).

4. If any of the Stayed Cesarone Lawsuits ceases to be stayed for any reason (each an **“Unstayed Cesarone Lawsuit”**), Cesarone shall within 14 days of an order or notice from the Court being entered on the docket of a Stayed Cesarone Lawsuit indicating that the Stayed Cesarone Lawsuit is not stayed:

- i. dismiss the Reorganized Debtors from such Unstayed Cesarone Lawsuit without prejudice;
- ii. file a motion with the court where the Unstayed Cesarone Lawsuit is pending requesting that the court re-stay the Unstayed Cesarone Lawsuit; and/or
- iii. file a motion with this Court requesting the Plan Injunctions be modified to permit Cesarone and the applicable plaintiff to allow the Unstayed Cesarone Lawsuit to remain pending against the Reorganized Debtors on no more than 21 days negative notice and work promptly with the Reorganized Debtors to schedule a hearing on the motion to occur as soon as feasible after the motion is filed;

Provided, however, (a) the Reorganized Debtors may oppose any motion to modify the Plan Injunctions, (b) the Reorganized Debtors do not waive any objections to, arguments or defenses against granting, any motion to modify the Plan Injunctions by entering into this stipulation, (c) if Cesarone does not take any of the actions set forth in Paragraph 4 of this Stipulation with respect

to an Unstayed Cesarone Lawsuit within the allotted time, if a motion timely filed under Paragraph 4(ii) or 4(iii) is denied, or if a motion timely filed under Paragraph 4(ii) is not granted within 21 days of its filing, the Reorganized Debtors may move this Court to enforce the Plan Injunctions against Cesarone and the plaintiff in such lawsuit, (d) if an Unstayed Cesarone Lawsuit is re-stayed it will cease to be an Unstayed Cesarone Lawsuit unless it again ceases to be stayed for any reason, at which time it will again be an Unstayed Cesarone Lawsuit, and (e) nothing herein prevents Cesarone or the applicable plaintiff from bringing a motion before this Court seeking to modify the Plan Injunctions.

5. Prior to Cesarone filing any other lawsuit against the Reorganized Debtors before the Product Liability Claims Stay and Injunction ceases to be effective, Cesarone must obtain an order from this Court modifying the Plan Injunctions to permit the filing of such lawsuit; *provided, however,* the Reorganized Debtors (a) may oppose any such motion and (b) do not waive any objections to, arguments or defenses against granting, any such motion by entering into this stipulation.

6. Except to the extent set forth in Paragraph 2, the Plan Injunctions shall remain in full force and effect. Nothing contained in this Stipulation shall constitute or operate as a waiver or modification of the Plan Injunctions so as to permit any party in interest, other than as provided herein, to prosecute any claim against the Debtors, property of the Debtors' estate, or the Reorganized Debtors.

7. This Stipulation is subject to the approval of the Court and shall be of no force and effect unless and until an order approving the same is entered. If this Stipulation is not approved by the Court, it shall be null and void and shall not be referred to, or used for any purpose, by any of the Parties except as to Paragraphs 6 through 9.

8. By entering into this Stipulation, the Parties are not waiving and shall not be deemed to have waived any available rights, claims or defenses, including at law, equity, or otherwise, with respect to the filing of or the claims asserted in the Cesarone Lawsuits.

9. Neither this Stipulation nor any negotiations and writings in connection therewith will in any way be construed as or deemed to be evidence of or an admission on behalf of any Party regarding any claim, defense, or right that such Party may have against the other Party.

10. Each of the Parties represents and warrants it is duly authorized to enter into and be bound by this Stipulation. This Stipulation shall be deemed to have been drafted jointly by the Parties and any uncertainty or omission shall not be construed as an attribution of drafting by either Party.

11. This Stipulation: (i) shall inure to the benefit of, and be binding on, the Parties and their respective heirs, executors, administrators, agents, and permitted successors and assigns; (ii) contains the entire agreement by and between the Parties with respect to the subject matter hereof, and all prior understandings or agreements, if any, are merged into this Stipulation; (iii) shall be effective immediately upon entry by the Court; and (iv) shall not be modified, altered, amended, or vacated except upon order of this Court and either (a) written consent of all Parties hereto or (b) after notice and a hearing.

12. The Court shall have sole and exclusive jurisdiction over the enforcement of the terms of this Stipulation as well as with respect to all matters or disputes arising from or related to the implementation, interpretation, and enforcement of this Stipulation, and the Parties hereby consent to such jurisdiction to resolve any disputes or controversies arising from or related to this Stipulation. Any motion or application brought before the Court to resolve a dispute arising from

or related to this Stipulation shall be brought on notice as provided by and in accordance with the Federal Rules of Bankruptcy Procedure and the Court's applicable local rules and procedures.

13. Notwithstanding any provision of the Bankruptcy Rules or Local Rules, the terms of this Stipulation and Order shall be immediately effective and enforceable upon its entry.

14. The Parties and their agents are authorized to take all steps necessary or appropriate to carry out this Stipulation and Order.

Signed:

Marvin Isgur
United States Bankruptcy Judge

IN WITNESS WHEREOF, the Parties hereto have caused this Stipulation to be executed and delivered by the following respective duly authorized persons, solely in the designated respective capacity of the undersigned and not in any other capacity, as of the date indicated below.

Dated: August 6, 2025
Houston, Texas

/s/ Heather Heath McIntyre

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