

**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)
)	
)	

JOINT STIPULATION AND AGREED ORDER FOR LIMITED RELIEF FROM THE PLAN INJUNCTIONS TO PROCEED WITH LAWSUIT SOLELY TO THE EXTENT NECESSARY TO RECOVER AGAINST INSURANCE AND THIRD PARTIES

Corelle Brands Acquisition Holdings LLC and its affiliated reorganized debtors (collectively, the “**Debtors**” or “**Reorganized Debtors**”, as applicable), and Joseph Magana (“**Magana**,” and together with the Reorganized Debtors, the “**Parties**”), hereby enter into this stipulation and agreed order (this “**Stipulation**”) as follows:

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 22, 2024, the Court held a hearing to consider final approval of the *Combined Disclosure Statement and Joint Chapter 11 Plan of Reorganization of Instant Brands Acquisition Holdings Inc. and its Debtor Affiliates* (the “**Plan**”);

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**”);

WHEREAS, (i) Article XI.G of the Plan included a permanent injunction prohibiting, among other things, the commencement of any action against the Reorganized Debtors with respect to any claim that arose prior to the Effective Date, and (ii) Paragraph 31(a)(ii) of the Confirmation Order included an injunction prohibiting until the resolution of certain litigation, among other things, the commencement of any action against the Reorganized Debtors as a nominal defendant to recover against third-party indemnitors or insurers for certain product liability claims in limited circumstances (together, the “**Plan Injunctions**”);

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

WHEREAS, pursuant to paragraph 24 of the Confirmation Order and Article XI.C of the Plan, the automatic stay under section 362 of the Bankruptcy Code terminated on the Effective Date;

WHEREAS, on February 6, 2025, Magana filed a lawsuit against Corelle Brands, LLC in the Superior Court of California, County of Ventura (the “**Lawsuit**”);

WHEREAS, the Parties have conferred regarding the Lawsuit and agree 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 Plan Injunctions shall be modified solely to the extent necessary to allow Magana to proceed with the Lawsuit solely to attempt to recover from non-debtors and any available insurance proceeds. If Magana obtains a final judgment for which any applicable appeal period has expired or final settlement in his favor, in each case with respect to a Debtor, Magana shall only seek payment from available insurance proceeds and available insurance carriers, and not from property of the Debtors' estate, any other property of the Debtors or the Reorganized Debtors, or any current or former employee of the Debtors or Reorganized Debtors who was acting in the course and scope of that employment at the time of the occurrence made the basis of the Lawsuit. The Plan Injunctions are also modified, if and to the extent necessary, to permit any insurer from which coverage is sought to administer, settle, and/or pay such claims in the ordinary course of business without further order from this Court. Without limiting the foregoing or the effect of the discharge in the Confirmation Order or releasing any applicable insurance carriers, Magana hereby waives any claims against and releases the Debtors, the Reorganized Debtors, and their current or former employees who were acting in the course and scope of that employment at the time of the occurrence made the basis of the Lawsuit from any obligation to satisfy a final judgment or settlement in the Lawsuit beyond any available insurance coverage.

2. Except to the extent set forth in Paragraph 1, 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 Magana, his

agents, successors, or assigns to prosecute any claim against the Debtors, property of the Debtors' estate, or the Reorganized Debtors.

3. 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 this Paragraph 3.

4. By entering into this Stipulation, the Parties are not waiving and shall not be deemed to have waived any available claims or defenses, including at law, equity, or otherwise, except to the extent expressly provided in this Stipulation.

5. 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.

6. No portion of this Stipulation or any negotiations and writings in connection therewith, shall be offered in evidence by any Party in any legal or administrative proceeding among or between the Parties, other than as may be necessary to enforce this Stipulation.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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 25, 2025
Houston, Texas

/s/ Stephanie Prebay
LEVIN & NALBANDYAN, LLP
Stephanie Prebay
11132 Ventura Boulevard
Studio City, CA 91604
Telephone: (213) 374-3330
Facsimile: (213) 232-4849
Email: sprebay@lntriallawyers.com
Counsel to Joseph Magana

/s/ Matthew C. Corcoran
JONES DAY
Matthew C. Corcoran (S.D. Tex. Fed.
No. 3353900)
325 John H. McConnell Boulevard
Columbus, OH 43215
Telephone: (614) 281-3822
Facsimile: (614) 461-4198
Email: mccorcoran@jonesday.com

Counsel to the Reorganized Debtors