



ENTERED
01/08/2021

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

In re:)	
)	Chapter 11
STAGE STORES, INC., <i>et al.</i> , ¹)	
)	Case No. 20-32564 (DRJ)
Debtors.)	
)	Jointly Administered
)	

**STIPULATION AND AGREED ORDER REGARDING 911 WALNUT, INC.’S
ADMINISTRATIVE EXPENSE AND GENERAL UNSECURED CLAIMS**

(Related Docket Nos. 820, 705 & 688)

Steven Balasiano as Plan Administrator of Stage Stores, Inc., et al. (the “**Plan Administrator**”) and Creditor 911 Walnut, Inc. (“**911 Walnut**”, and collectively with the Plan Administrator, the “**Parties**”) hereby enter into this stipulation (the “**Stipulation**”), pursuant to which the Parties, by and through their duly authorized undersigned counsel, hereby stipulate and agree as follows:

WHEREAS, on August 14, 2020, the United States Bankruptcy Court for the Southern District of Texas (the “**Bankruptcy Court**”), entered an order [Docket No. 705] (the “**Confirmation Order**”) confirming the Joint Second Amended Chapter 11 Plan of Stage Stores, Inc. and Specialty Retailers, Inc. [Docket No. 688] (the “**Plan**”), granting the Plan Administrator “all powers and authority to implement the Plan and to make distributions thereunder and Wind Down the businesses and affairs of the Debtors and the Wind-Down Debtors, as applicable.”

WHEREAS, on September 30, 2020, Creditor 911 Walnut, Inc., filed an Application for Administrative Expense Claim for \$83,537.32 [Docket No. 820] (the “**Application for Administrative Expense**” or “**Application**”), which 911 Walnut alleged was due post-petition

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Stage Stores, Inc. (6900) and Specialty Retailers, Inc. (1900).



under its lease with Debtor for the premises located at 3245 Topeka Blvd, Topeka, Kansas (the “**Property**”). Although Debtor did not file a formal objection to 911 Walnut’s Application for Administrative Expense, Debtor informally disputed the procedural and substantive propriety of 911 Walnut’s Application; and

WHEREAS, the Plan Administrator and 911 Walnut have now submitted this Stipulation to resolve all issues on 911 Walnut’s Application for Administrative Expense, as well as any and all administrative and general unsecured claims 911 Walnut has or could assert in these cases.

Based upon the foregoing recitals, the Parties Stipulate and Agree as follows:²

1. Administrative Expense Claim. 911 Walnut’s Application for Administrative Expense Claim shall be allowed in the amount of \$37,000, representing substantially all of the real estate taxes on the Property which came due on the Petition Date.

2. Amendment to Proof of Claim. 911 Walnut’s proof of claim (Claim No. 3248) shall be deemed amended and allowed in the amount of \$556,017.04, representing a \$3,000 increase from the original amount of \$553,017.04.

3. Final Settlement of Claims. 911 Walnut’s Application for Administration Expense Claim shall be deemed withdrawn in full and final settlement of any and all claims, including all administrative claims and general unsecured claims 911 Walnut has or could assert in these cases. As such, no further claims, including administrative claims, shall be asserted by 911 Walnut in these cases.

4. Effective Upon Entry. This Stipulation shall be effective on the date upon which an Order of the Bankruptcy Court approving this Stipulation is entered.

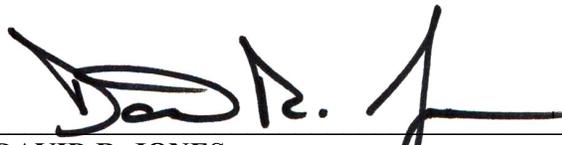
² The preceding recitals are intended to be factual recitations of the Parties and are therefore incorporated into the stipulated terms herein and are intended to be incorporated into the Courts’ Order approving this Stipulation, including those contained in the Original Stipulation which are incorporated herein by this reference.

5. Binding Effect. This Stipulation is binding on the Parties, their successors (including any subsequently appointed Trustee or Examiner), assigns, affiliates, officers, directors, shareholders, investors, members, employees, Agents, and professionals.

6. Jurisdiction. The Bankruptcy Court shall retain exclusive jurisdiction to hear and determine all matters or disputes arising from or relating to the interpretation and/or enforcement of this Stipulation, except to the extent set forth herein.

IT IS SO ORDERED:

Signed: January 08, 2021.



DAVID R. JONES
UNITED STATES BANKRUPTCY JUDGE

AGREED TO AS TO FORM AND CONTENT:

Dated: January 6, 2021

Dated: January 6, 2021

COLE SCHOTZ P.C.

CONROY BARAN, LLC

By: Benjamin L. Wallen
Benjamin L. Wallen, Esq.
(TX Bar No. 24102623)
301 Commerce Street, Suite 1700
Fort Worth, TX 76102
Telephone: (817) 810-5250
Facsimile: (817) 810-5255
Email: bwallen@coleschotz.com

By: Robert S. Baran
Robert S. Baran, Esq.
(MO Bar. No. 50699)
1316 Saint Louis Ave., 2nd Floor
Kansas City, MO 64101
(816) 616-5009 (fax)
rbaran@conroybaran.com

Counsel for Creditor 911 Walnut, Inc.

- and -

Seth Van Aalten, Esq.
(admitted *pro hac vice*)
Sarah A. Carnes, Esq.
(admitted *pro hac vice*)
COLE SCHOTZ P.C.
1325 Avenue of the Americas - 19th Floor
New York, NY 10019
Telephone: (212) 752-8000
Facsimile: (212) 752-8393
Email: svanaalten@coleschotz.com
scarnes@coleschotz.com

*Counsel for the Plan Administrator of
Stage Stores, Inc., et al.*