

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

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 :  
 In re: : Chapter 11  
 :  
 STARRY GROUP HOLDINGS, INC.<sup>1</sup> : Case No. 23-10219 (KBO)  
 :  
 Reorganized Debtor. :  
 :  
 ----- X

**CERTIFICATION OF COUNSEL REGARDING *PROPOSED* ORDER APPROVING  
STIPULATION GRANTING JOHN L. REYNOSO AND LORING PLACE  
REALTY LLC LIMITED RELIEF FROM THE PLAN INJUNCTION**

The undersigned hereby certifies as follows:

1. Commencing on February 20, 2023 (the “**Petition Date**”), the above-captioned reorganized debtor (the “**Reorganized Debtor**”) and certain of its affiliates (collectively with the Reorganized Debtor prior to the Effective Date (as defined below), 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 District of Delaware (the “**Court**”).

2. Prior to the Petition Date, John L. Reynoso (“**Reynoso**”) commenced an action (the “**Action**”) against Loring Place Realty LLC (“**Loring**”) in the Supreme Court of the State of New York, County of Bronx [Index No. 809622/2021E]. Thereafter, Loring commenced a third-party action against Debtor Starry, Inc. (“**Starry, Inc.**,” and collectively with Reynoso and Loring, the “**Parties**”) seeking indemnification for alleged injuries sustained by Reynoso at issue in the Action. As a result of the commencement of the Debtors’ chapter 11 cases, pursuant to section

<sup>1</sup> The reorganized debtor in this case, along with the last four digits of the reorganized debtor’s federal tax identification number, is: Starry Group Holdings, Inc. (9355). The reorganized debtor’s address is 38 Chauncy Street, Suite 200, Boston, Massachusetts 02111.



362 of the Bankruptcy Code, the automatic stay (the “**Automatic Stay**”) went into effect and the Action was stayed.

3. On May 26, 2023, the Court entered an order [Docket No. 487] (the “**Confirmation Order**”) confirming the *Third Amended Joint Chapter 11 Plan of Reorganization of Starry Group Holdings, Inc. and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No. 459] (together with all exhibits and supplements thereto, and as modified or amended from time to time, the “**Plan**”). Upon entry of the Confirmation Order, the plan injunction (the “**Plan Injunction**”) memorialized in Article IX, Section E of the Plan went into effect. The Plan went effective on August 31, 2023 (the “**Effective Date**”), and while the Automatic Stay was consequently lifted, the Plan Injunction remained in effect.

4. Subsequent to the Effective Date, the Parties entered into good-faith discussions regarding the Action, and as a result of those discussions, entered into a stipulation to allow the Action to proceed against Starry, Inc. to obtain a potential recovery solely from certain of the Debtors’ insurance policies. The Parties have resolved any issues as set forth in the proposed form of order attached hereto as **Exhibit A** (the “**Proposed Order**”) approving that certain *Stipulation and Agreement* (the “**Stipulation**”) by and among the Parties, a copy of which is attached to the Proposed Order as **Exhibit 1**.

5. The Reorganized Debtor submits that modifying the Plan Injunction as set forth in the Stipulation and the Proposed Order is justified because, among other things, it will eliminate the need for motion practice, thereby reducing administrative costs of the Debtors’ estates and furthering the interests of judicial efficiency. The Reorganized Debtor submits that the Stipulation and Proposed Order are appropriate and consistent with the Parties’ agreement.

6. Accordingly, the Reorganized Debtor respectfully requests that the Court enter the Proposed Order at its earliest convenience without further notice or a hearing.

*[Remainder of Page Left Intentionally Blank]*

Dated: March 12, 2024  
Wilmington, Delaware

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/s/ Timothy R. Powell

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*Counsel for Reorganized Debtor*

**EXHIBIT A**

**Proposed Order**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

	X	
	:	
In re:	:	Chapter 11
	:	
STARRY GROUP HOLDINGS, INC. <sup>1</sup>	:	Case No. 23-10219 (KBO)
	:	
Reorganized Debtor.	:	Re: Docket No. _____
	:	
	X	

**ORDER APPROVING STIPULATION GRANTING JOHN L. REYNOSO AND LORING PLACE REALTY LLC LIMITED RELIEF FROM THE PLAN INJUNCTION**

Upon consideration of the *Stipulation and Agreement* (the “**Stipulation**”),<sup>2</sup> entered into by and among the Parties, a copy of which is attached hereto as **Exhibit 1**; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated as of February 29, 2012; and having determined that due and appropriate notice of the relief provided for herein has been given under the circumstances; and the Court having determined that the agreements set forth in the Stipulation are in the best interests of the Debtors, their estates, their creditors, and all other parties in interest; and after due deliberation and sufficient cause appearing therefor, **IT IS HEREBY ORDERED THAT:**

1. The Stipulation attached to this Order as **Exhibit 1** is hereby APPROVED.

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<sup>1</sup> The reorganized debtor in this case, along with the last four digits of the reorganized debtor’s federal tax identification number, is: Stary Group Holdings, Inc. (9355). The reorganized debtor’s address is 38 Chauncy Street, Suite 200, Boston, Massachusetts 02111.

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the Stipulation.

2. The Plan Injunction is hereby modified solely to the extent set forth in the Stipulation. Except as set forth in the Stipulation, the Plan Injunction shall remain in full force and effect.

3. The terms and conditions of this Order and the Stipulation shall be immediately enforceable and effective upon its entry.

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

**EXHIBIT 1**

**Stipulation**

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF BRONX

-----X  
JOHN L. REYNOSO,

Index No.: 809622/2021E

Plaintiff,

-against-

LORING PLACE REALTY LLC,

Defendant.

-----X  
LORING PLACE REALTY LLC,

Third-Party Plaintiff,

-against-

STARRY, INC.,

Third-Party Defendant.

-----X

**STIPULATION AND AGREEMENT**

This Stipulation and Agreement (this "Stipulation") is entered into by and among (a) John L. Reynoso ("Reynoso"), (b) Loring Place Realty LLC ("Loring"), and (c) Starry, Inc. ("Starry") and, together with Reynoso and Loring, the "Parties"). The Parties hereby stipulate and agree as follows:

**RECITALS**

A. WHEREAS, on November 3, 2021, Reynoso commenced an action styled as *Reynoso, John L. vs. Loring Place Realty LLC* (the "Reynoso Action") that currently is pending in the Supreme Court of the State of New York, County of Bronx against Loring. Thereafter, Loring commenced a third-party action against Starry seeking indemnification for the alleged injuries sustained by Reynoso at issue in the Reynoso Action.

B. WHEREAS, on February 20, 2023 (the "Petition Date"), Starry and certain of its affiliates (collectively and as reorganized following the Chapter 11 Cases, the "Debtors")<sup>1</sup> commenced voluntary cases (the "Chapter 11 Cases") under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"). As a result of the commencement of the Chapter 11 Cases, the automatic stay (the "Automatic Stay") went into effect pursuant to section 362 of the Bankruptcy Code and the Reynoso Action was stayed.

C. WHEREAS, pursuant to the *Order (I) Establishing Bar Dates and Related Procedures for Filing Proofs of Claim (Including for Claims Arising Under Section 503(b)(9) of the Bankruptcy Code), (II) Approving the Form and Manner of Notice Thereof, and (III) Granting Related Relief* [Docket No. 128] (the "Bar Date Order"), the Bankruptcy Court established 5:00 p.m. (ET) on April 27, 2023 (the "Bar Date") as the deadline for all entities (except governmental units) holding claims against the Debtors that arose before the Petition Date to file proofs of claim with the Bankruptcy Court. Notice of the Bar Date was posted on the Debtors' restructuring website and served on, among others, all known claimants of the Debtors, and was published in the Wall Street Journal (national edition) for unknown claimants. See Docket Nos. 140 & 277. Reynoso and Loring did not file proofs of claim before the Bar Date.<sup>2</sup>

D. WHEREAS, pursuant to the *Findings of Fact, Conclusions of Law, and Order Confirming Third Amended Joint Chapter 11 Plan of Reorganization of Starry Group Holdings, Inc. and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No. 487]

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<sup>1</sup> The Debtors are: Starry Group Holdings, Inc.; Starry, Inc.; Connect Everyone LLC; Starry Installation Corp.; Starry (MA), Inc.; Starry Spectrum LLC; Testco LLC; Starry Spectrum Holdings LLC; Widmo Holdings LLC; Vibrant Composites Inc.; Starry Foreign Holdings Inc.; and Starry PR Inc.

<sup>2</sup> Reynoso was listed in Starry's schedule of assets and liabilities as holding a contingent, unliquidated, and disputed claim and was therefore required to file a proof of claim pursuant to the Bar Date Order. Loring was not included in Starry's schedule of assets and liabilities and was similarly required to file a proof of claim.

(the “Confirmation Order”), the Bankruptcy Court confirmed the *Third Amended Joint Chapter 11 Plan of Reorganization of Starry Group Holdings, Inc. and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No. 459] (as modified or amended, the “Plan”).

E. WHEREAS, on August 31, 2023, the Effective Date (as defined in the Plan) of the Plan occurred. Pursuant to the Confirmation Order and the Plan, the releases, exculpation, and injunction provisions set forth in Article IX of the Plan went into effect as of the Effective Date. Additionally, pursuant to Article XII.F of the Plan and paragraph 108 of the Confirmation Order, the Automatic Stay was lifted as of the Effective Date.

F. WHEREAS, as a result of the occurrence of the Effective Date and consistent with the provisions of the Confirmation Order, Plan, and applicable provisions of the Bankruptcy Code, any and all claims held by Reynoso and Loring against the Debtors arising out of the Reynoso Action have been discharged.

**NOW, THEREFORE, UPON THE FOREGOING RECITALS, WHICH ARE INCORPORATED AS THOUGH FULLY SET FORTH HEREIN, IT IS HEREBY STIPULATED AND AGREED, BY AND AMONG THE PARTIES, THROUGH THE UNDERSIGNED:**

1. The Reynoso Action may proceed against Starry solely to obtain recovery from any available insurance proceeds under: (i) policy number H22N630-4P480526, for the Policy Period 01/01/2021-01/01/2022, issued by Travelers Insurance, which provides commercial general liability insurance coverage to Starry with a limit of \$1,000,000.00 (the “CGL Insurance Policy”); (ii) policy number CUP-4P50031A-21-I3, for the Policy Period 01/01/2021 – 01/01/2022, issued by Travelers Property Casualty Company of America, which provides umbrella insurance coverage to Starry with a limit of \$10,000,000.00 (the “Umbrella Insurance Policy”); and (iii) policy number XS2666698-01, for the Policy Period of 01/01/2021 – 01/01/2022, issued by Great American E&S Insurance Company, which provides excess insurance coverage to Starry with a limit of

\$5,000,000.00 (the "Excess Insurance Policy", and collectively with the CGL Insurance Policy and the Umbrella Insurance Policy, the "Insurance Policies"). A copy of the declaration page of the CGL Insurance Policy is attached hereto as Exhibit A. A copy of the declaration page of the Umbrella Insurance Policy is attached hereto as Exhibit B. A copy of the declaration page of the Excess Insurance Policy is attached as Exhibit C.

2. Furthermore, (a) Reynoso agrees that he will not seek an award of damages in an amount greater than \$16,000,000.00 (total limit of the Insurance Policies) in his action, and (b) Loring agrees that it will not seek an award in an amount greater than \$16,000,000.00 in the third-party action against Starry, Inc. and will not be entitled to any recovery from Starry, Inc. or the other Debtors other than any amounts that may be payable under the Insurance Policies.

3. Reynoso and/or Loring shall not seek any recovery from the Debtors, their estates, or their successors for any amounts that may be awarded in connection with the Reynoso Action.

4. Reynoso and/or Loring shall not make any demand or seek to collect any sum from or against the Debtors, their estates, and/or the assets of any of the foregoing other than the Insurance Policies, notwithstanding whatever recovery may be obtained by Reynoso or Loring from the Insurance Policies, including any deficiency which may arise by virtue of a judgment in an amount greater than the limits of coverage. For the avoidance of doubt, Reynoso and Loring shall not make any demand or seek to collect from or against the Debtors, their estates, and/or the assets of any of the foregoing (other than the Insurance Policies) to satisfy, and shall not be entitled to any satisfaction by the Debtors, their estates, and/or the assets of any of the foregoing of, (a) any self-insured retention or deductible liability; (b) any obligation to post any security or deposit with any insurer pursuant to the terms of the Insurance Policies; (c) any defense costs; (d) any

portion of a judgment or settlement that exceeds the available coverage under the Insurance Policies; or (e) any other costs of any kind arising from the Reynoso Action.

5. Notwithstanding anything to the contrary herein, Reynoso and Loring waive the right to file or assert any proofs of claim against the Debtors and waive any right to seek or receive any distribution from the Debtors or their successors.

6. All rights under Section 1542 of the California Civil Code, or any analogous state or federal law, are hereby expressly WAIVED, if applicable, with respect to any of the claims, injuries, or damages described in this Stipulation. Section 1542 of the California Civil Code reads as follows:

**“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”**

7. To the extent applicable, the Automatic Stay and any other applicable provisions of the Bankruptcy Code and the Plan are hereby modified, if and solely to the extent necessary, to permit any insurer from which coverage is sought pursuant to the Reynoso Action to administer, handle, defend, settle, and/or pay such claims in the ordinary course of business and without further order of the Bankruptcy Court.

8. Nothing herein (a) precludes or limits, in any way, the rights of any insurer to contest and/or litigate the existence, primacy, and/or scope of available coverage under the Insurance Policies or to otherwise assert any defenses to coverage or (b) constitutes, or should be construed as, a determination or admission that coverage exists with respect to any claims.

9. Neither this Stipulation, nor any terms contained herein shall be offered or received in evidence or in any way referred to in any legal action or administrative proceeding among or

between the Parties hereto, other than as may be necessary: (a) to obtain approval and to enforce this Stipulation; or (b) to seek damages or injunctive relief in connection therewith.

10. By entering into this Stipulation, the Debtors are not waiving and will not be deemed to have waived any available defenses, including at law, equity, or otherwise, including with respect to the Reynoso Action.

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

12. Each of the Parties hereto represents and warrants it is duly authorized to enter into and be bound by this Stipulation.

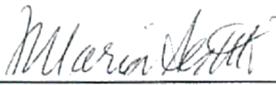
13. This Stipulation may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and it shall constitute sufficient proof of this Stipulation to present any copies, electronic copies, or facsimiles signed by the Parties here to be charged.

14. This Stipulation shall be governed by, and construed in accordance with, the laws of the State of New York, except to the extent that the Bankruptcy Code applies, without regard to principles of conflicts of law that would require the application of laws of another jurisdiction.

15. The terms and conditions of this Stipulation will be immediately effective and enforceable upon its execution.

*[Remainder of page left intentionally blank]*

Dated: November 16, 2023



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