



CLERK, U.S. BANKRUPTCY COURT  
NORTHERN DISTRICT OF TEXAS

**ENTERED**

THE DATE OF ENTRY IS ON  
THE COURT'S DOCKET

The following constitutes the ruling of the court and has the force and effect therein described.

A handwritten signature in cursive script, reading "Michelle V. Larson".

Signed October 4, 2022

United States Bankruptcy Judge

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION

In re:

Northwest Senior Housing Corporation, *et al.*,<sup>1</sup>

Debtors.

Official Committee of Unsecured  
Creditors,

Plaintiff,

v.

UMB Bank, N.A., in its capacity as bond  
trustee and master trustee,

Defendant.

Chapter 11

Case No. 22-30659 (MVL)

Jointly Administered

Adv. No. 22-3073-MVL

<sup>1</sup> The Debtors in these chapter 11 cases (the "Chapter 11 Cases"), along with the last four digits of each Debtor's federal tax identification number, are Northwest Senior Housing Corporation (1278) and Senior Quality Lifestyles Corporation (2669). The Debtors' mailing address is 8523 Thackery Street, Dallas, Texas 75225.



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**ORDER**

Came on for consideration this day the *Agreed Motion to Abate Scheduling Order* (“**Motion**”)<sup>2</sup> filed by the Official Committee of Unsecured Creditors (“**Committee**”) and UMB Bank, N.A., in its capacity as bond trustee and master trustee (“**Trustee**”); and the Court, having reviewed the Motion and the relief requested therein; the Court having determined that the relief requested in the Motion is in the best interests of the parties to this Adversary Proceeding and the Debtors’ bankruptcy estates and parties in interest thereto; the Court having jurisdiction to consider the Motion and relief requested therein in accordance with 28 U.S.C. 157 and 1334; the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b); the 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; it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary; upon the record herein and in consideration of the parties’ agreement, as set forth in the Motion; after due deliberation thereon; and good and sufficient cause appearing therefor, it is hereby

**ORDERED, ADJUDGED, AND DECREED THAT:**

1. The Motion is GRANTED, as set forth herein.
2. All proceedings in this Adversary Proceeding are administratively held in abeyance pending further notification of the parties.
3. All deadlines contained in the Default Scheduling Order are abated during the Abeyance Period.
4. The Trustee’s deadline to file a responsive pleading in this Adversary Proceeding is abated during the Abeyance Period.

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<sup>2</sup> All defined terms used herein bear the meanings assigned in the Motion.

5. Either party may unilaterally terminate the Abeyance Period by notifying the Court in writing that good faith negotiations have come to an impasse and the litigation in this Adversary Proceeding should resume accordingly for further proceedings. Such notice may be presented in the form of a motion filed on the docket of this Adversary Proceeding. The terminating party's written notice to the Court shall include a written request to terminate the Abeyance Period and reschedule the pretrial deadlines of this Adversary Proceeding.

6. Upon either party's written request to the Court to terminate the Abeyance Period, the terminating party shall provide the Court with a proposed scheduling order ("**Active Scheduling Order**") to supplant the Default Scheduling Order, after good faith consultation with the non-terminating party. Upon the Court's entry of the Active Scheduling Order, the Abeyance Period shall be deemed terminated without further notice or order of the Court, and the deadlines in the Active Scheduling Order shall immediately become effective and control the proceedings of this Adversary Proceeding in due course.

7. In the event the parties reach a settlement of this Adversary Proceeding during the Abeyance Period, the parties shall submit a written notification to the Court via status report accompanied by the appropriate request for relief to either approve the settlement or dismiss this Adversary Proceeding and close the case.

8. A status conference ("**Status Conference**") is set in this Adversary Proceeding for November 29, 2022, at 2:00 pm (CT). Counsel for all parties are hereby ordered to appear at the Status Conference and be prepared to discuss the status of this Adversary Proceeding and the estimated time for continuing the Abeyance Period.

9. The terms and conditions of this Order shall be immediately effective and enforceable upon entry of this Order.

10. The Court retains exclusive jurisdiction to consider any further relief arising from and/or related to this Order.

**### End of Order ###**

Prepared by:

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**COUNSEL FOR THE OFFICIAL  
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**AGREED:**

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