

ENTERED

October 02, 2026

Nathan Ochsner, Clerk

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

In re:	§	
	§	Chapter 7
	§	
	§	
PAINTED TREE HOUSTON, LLC, <i>et al.</i> ¹	§	Case No. 26-32918
	§	
	§	
<i>Debtors.</i>	§	(Jointly Administered)
	§	

**JOINT STIPULATION AND AGREED
ORDER TO MODIFY THE AUTOMATICS STAY**

Christopher R. Murray, the duly appointed chapter 7 trustee (the “Trustee”) of the bankruptcy estate (the “Estate”) of Painted Tree Sugarland, LLC (the “Debtor”), and creditor Azalea Aguilar (“Aguilar”), and together with the Trustee, the “Parties”), by and through their respective undersigned counsel, hereby enter into this stipulation and agreed order (this “Stipulation and Agreed Order”) as follows:

A. On April 28, 2026 (the “Petition Date”), the Debtor filed a voluntary petition for relief under chapter 7 of title 11 of the United States Code (the “Bankruptcy Code”), commencing the above-captioned case (the “Bankruptcy Case”). Christopher R. Murray was appointed and is currently serving as the chapter 7 trustee of the Debtor’s Estate.

B. Prior to the Petition Date, on April 22, 2025, Aguilar commenced a personal injury lawsuit against the Debtor styled *Azalea Aguilar v. Painted Tree Sugarland, LLC*, Cause No. 25-

¹ A complete list of the Debtors in these Chapter 7 cases may be obtained on the Court's website at www.ecf.txsb.uscourts.gov. The Debtors’ service address in these chapter 7 cases is: One Allied Drive, Suite 300, Little Rock, AR 72202.

DCV-328706, pending in the 268th Judicial District Court of Fort Bend County, Texas (the “State Court Action”).

C. The Debtor filed a general denial and answer in the State Court Action, and the State Court Action remains pending and unresolved as of the Petition Date.

D. On or about July 9, 2026, Aguilar filed an amended proof of claim in the Bankruptcy Case (Claim No. 3-2) (the “Claim”), asserting an unliquidated, contingent, and/or disputed claim against the Estate arising from the same occurrence and injuries at issue in the State Court Action, and attaching as exhibits the pleadings filed in the State Court Action.

E. Certain of the Debtors’ insurance policies have provided coverage potentially applicable to the State Court Action.

F. The commencement of the Bankruptcy Case operates as an automatic stay, pursuant to section 362(a) of the Bankruptcy Code, of, among other things, the continuation of the State Court Action against the Debtor. Aguilar now desires to modify the automatic stay solely to the extent necessary to permit the State Court Action to proceed for the limited purpose of pursuing insurance proceeds (the “Insurance Proceeds”) from Travelers Property Casualty Company of America (“Insurer”) of the Debtors under Policy No. I-660-6K32364A-TIL-23 (the “Insurance Policy”), on the terms set forth below.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated into this Stipulation and Agreed Order, the Parties stipulate and agree as follows:

1. Aguilar is granted relief from the automatic stay under Section 362(a) solely to pursue and recover the Insurance Proceeds including pursuing the State Court Action to final judgment, including any appeals; *provided, however*, that the automatic stay shall remain in place with respect to any collection by Aguilar of any claim(s) or the enforcement of any judgment

against any of the Debtor, its estate, the Trustee or any successor thereto; *provided, further, however*, Aguilar may collect on any claims from the Insurance Policy or Insurer as provided for by applicable law, and the Insurer may defend, compromise, or pay any such claims without need for further order or relief from this Court.

2. Aguilar's relief is limited to the pursuit and recovery of the Insurance Proceeds such that Aguilar may not pursue any affirmative relief against the Debtor and/or the Trustee.

3. Any proceeds obtained from insurance policies applicable to the State Court Action shall be credited dollar-for-dollar against any proof of claim filed by Augilar in this matter.

4. Nothing in this Stipulation shall be deemed a waiver, release, or admission by the Trustee or the Estate of any claim, defense, right, or objection available to the Trustee or the Estate, including without limitation any objection to the Claim, whether under section 502 of the Bankruptcy Code or otherwise, and the Trustee reserves all such rights.

5. Nothing in this Stipulation shall constitute or be construed as an admission of liability by the Debtor or the Estate with respect to any claim asserted in the State Court Action or the Claim, and the Debtor and the Estate expressly reserve all defenses available to them in the State Court Action.

6. For avoidance of doubt, the automatic stay is lifted, if and to the extent applicable, to allow, but not to require, the Insurer and third party administrators to administer, handle, defend, settle, and/or pay Aguilar's claims (and any costs related thereto) subject to and in accordance with the terms of the Insurance Policy, any related agreements, or any claim services agreement.

7. This Stipulation shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns, including any successor trustee appointed in the Bankruptcy Case.

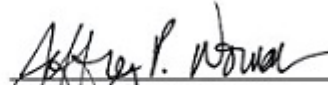
8. This Stipulation is subject to approval by the United States Bankruptcy Court for the Southern District of Texas and shall not be effective unless and until an order approving this Stipulation is entered on the docket of the Bankruptcy Case.

9. The undersigned represent that they are authorized to execute this Stipulation on behalf of their respective clients.

10. Nothing contained herein, and nothing in the parties' agreement, waives, prejudices, or releases any right, claim, cause of action, or issue that the Debtor, its estate, or the Trustee have against any insurance policy or insurance carrier with respect to the claims of Aguilar or otherwise.

11. The Court shall retain jurisdiction to interpret and enforce this Order.

Signed: October 02, 2026



Jeffrey P. Norman
United States Bankruptcy Judge

Agreed to:

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