

Exhibit 1

(Proposed Order)

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

In re:)	Chapter 11
)	
UBI Liquidating Corp., <u>et al.</u> , ¹)	Case No. 10-13005 (KJC)
)	
Debtors.)	Jointly Administered
)	Re: D.I. 1792, _____

**ORDER APPROVING STIPULATION
GRANTING LIMITED RELIEF FROM THE PLAN INJUNCTION**

Upon consideration of the Stipulation Granting Limited Relief from the Plan Injunction (the “Stipulation”), a copy of which is attached hereto as Exhibit A, to allow Odette Pichardo (“Pichardo”) limited relief from the plan injunction to prosecute the State Court Action,² and to the extent insurance coverage is applicable, collecting from available insurance proceeds, if any; and the Court having determined that good and adequate cause exists for approval of the Stipulation; and the Court having determined that no further notice of the Stipulation must be given;

¹ The Debtor in this case is UBI Liquidating Corp. (3678). On May 18, 2012, the Court entered an order closing the chapter 11 cases of 100% Girls Ltd. (4150), 100% Girls of Georgia, Inc. (4159), 100% Girls of New York, Inc. (2149), 100 Percent Girls of New Jersey, Inc. (4167), A.S. Interactive, Inc. (3472), ASL Liquidating Corp. (4541), Ashley Stewart Apparel Corporation (4049), Ashley Stewart Clothing Company, Inc. (4051), ASMCI Liquidating Corp. (4053), ASWL Liquidating Corp. (4152), ASIL 6, Inc. (3996), ASNJ 10, Inc. (4004), Carraizo Alto Apparel Corporation (4651), Church Street Retail, Inc. (5954), Kid Spot Ltd. (2585), Kidspot of Delaware, Inc. (2596), Kidspot of Illinois, Inc. (2606), Kidspot of Michigan, Inc. (2603), Kidspot of New Jersey, Inc. (2601), Kidspot of Ohio, Inc. (4705), Kidspot of Pennsylvania, Inc. (2599), Kidspot of Texas, Inc. (3809), Large Apparel of Alabama, Inc. (0624), Large Apparel of California, Inc. (2129), Large Apparel of Connecticut, Inc. (5161), Large Apparel of District of Columbia, Inc. (8613), Large Apparel of Florida, Inc. (2209), Large Apparel of Georgia, Inc. (3894), Large Apparel of Illinois, Inc. (4650), Large Apparel of Indiana, Inc. (4055), Large Apparel of Louisiana, Inc. (3790), Large Apparel of Maryland, Inc. (5158), Large Apparel of Michigan, Inc. (9420), Large Apparel of Mississippi, Inc. (5913), Large Apparel of Missouri, Inc. (2135), Large Apparel of New Jersey, Inc. (5157), Large Apparel of New York, Inc. (5956), Large Apparel of North Carolina, Inc. (8611), Large Apparel of Ohio, Inc. (3815), Large Apparel of Pennsylvania, Inc. (4057), Large Apparel of South Carolina, Inc. (2029), Large Apparel of Tennessee, Inc. (3895), Large Apparel of Texas, Inc. (3787), Large Apparel of Virginia, Inc. (2809), Large Apparel of Wisconsin, Inc. (3898), Marianne Ltd. (3940), Marianne USPR, Inc. (2193), Marianne VI, Inc. (2206), Metro Apparel of Kentucky, Inc. (7533), Metro Apparel of Massachusetts, Inc. (1367), The Essence of Body & Soul, Ltd. (4165), UACONJI Liquidating Corp. (2976), UACONYI Liquidating Corp. (4103), and UBTHC Liquidating Corp. (5909). The Debtor’s corporate office are located at 100 Metro Way, Secaucus, New Jersey 07094.

² Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Stipulation.

IT IS HEREBY ORDERED THAT:

1. The Stipulation is hereby approved.
2. Pichardo is authorized to prosecute the State Court Action, and to the extent insurance coverage is applicable, collect from available insurance proceeds, if any, as more fully set forth in the Stipulation.
3. This Court retains jurisdiction with respect to all matters arising from or related to the Stipulation and this Order.

Dated: March ___, 2016
Wilmington, Delaware

THE HONORABLE KEVIN J. CAREY
UNITED STATES BANKRUPTCY JUDGE

Exhibit A

(Stipulation)

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

<p>In re:</p> <p>UBI Liquidating Corp., <u>et al.</u>,¹</p> <p style="text-align: center;">Debtors.</p>	<p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p>	<p>Chapter 11</p> <p>Case No. 10-13005 (KJC)</p> <p>Jointly Administered</p> <p>Re: D.I. 1792</p>
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STIPULATION GRANTING LIMITED RELIEF FROM THE PLAN INJUNCTION

The UBI Liquidating Trust (the “Trust”), the liquidating trust created pursuant to the *Joint Plan of Liquidation Under Chapter 11 of the Bankruptcy Code*, dated July 20, 2011 [D.I. 1384] (as confirmed by the *Order Confirming the Joint Plan of Liquidation Under Chapter 11 of the Bankruptcy Code* [D.I. 1447] (the “Confirmation Order”)) (the “Plan”), Odette Pichardo (“Pichardo,” and together with the Trust, the “Parties” and each a “Party”), hereby enter into this stipulation (the “Stipulation”) and stipulate as follows:

¹ The Debtor in this case is UBI Liquidating Corp. (3678). On May 18, 2012, the Court entered an order closing the chapter 11 cases of 100% Girls Ltd. (4150), 100% Girls of Georgia, Inc. (4159), 100% Girls of New York, Inc. (2149), 100 Percent Girls of New Jersey, Inc. (4167), A.S. Interactive, Inc. (3472), ASL Liquidating Corp. (4541), Ashley Stewart Apparel Corporation (4049), Ashley Stewart Clothing Company, Inc. (4051), ASMCI Liquidating Corp. (4053), ASWL Liquidating Corp. (4152), ASIL 6, Inc. (3996), ASNJ 10, Inc. (4004), Carraizo Alto Apparel Corporation (4651), Church Street Retail, Inc. (5954), Kid Spot Ltd. (2585), Kidspot of Delaware, Inc. (2596), Kidspot of Illinois, Inc. (2606), Kidspot of Michigan, Inc. (2603), Kidspot of New Jersey, Inc. (2601), Kidspot of Ohio, Inc. (4705), Kidspot of Pennsylvania, Inc. (2599), Kidspot of Texas, Inc. (3809), Large Apparel of Alabama, Inc. (0624), Large Apparel of California, Inc. (2129), Large Apparel of Connecticut, Inc. (5161), Large Apparel of District of Columbia, Inc. (8613), Large Apparel of Florida, Inc. (2209), Large Apparel of Georgia, Inc. (3894), Large Apparel of Illinois, Inc. (4650), Large Apparel of Indiana, Inc. (4055), Large Apparel of Louisiana, Inc. (3790), Large Apparel of Maryland, Inc. (5158), Large Apparel of Michigan, Inc. (9420), Large Apparel of Mississippi, Inc. (5913), Large Apparel of Missouri, Inc. (2135), Large Apparel of New Jersey, Inc. (5157), Large Apparel of New York, Inc. (5956), Large Apparel of North Carolina, Inc. (8611), Large Apparel of Ohio, Inc. (3815), Large Apparel of Pennsylvania, Inc. (4057), Large Apparel of South Carolina, Inc. (2029), Large Apparel of Tennessee, Inc. (3895), Large Apparel of Texas, Inc. (3787), Large Apparel of Virginia, Inc. (2809), Large Apparel of Wisconsin, Inc. (3898), Marianne Ltd. (3940), Marianne USPR, Inc. (2193), Marianne VI, Inc. (2206), Metro Apparel of Kentucky, Inc. (7533), Metro Apparel of Massachusetts, Inc. (1367), The Essence of Body & Soul, Ltd. (4165), UACONJI Liquidating Corp. (2976), UACONYI Liquidating Corp. (4103), and UBTHC Liquidating Corp. (5909). The Debtor’s corporate office are located at 100 Metro Way, Secaucus, New Jersey 07094.

RECITALS

A. WHEREAS, on September 21, 2010, each of the above-captioned debtors (the “Debtors”) filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”).

B. WHEREAS, on March 22, 2011, Pichardo commenced an action against certain of the Debtors in the Supreme Court of the State of New York, County of New York, Docket No. 150063/2011 (the “State Court Action”) against one or more of the Debtors and certain other defendants.

C. WHEREAS, on October 19, 2011, the Court entered the Confirmation Order confirming the Plan.

D. WHEREAS, on December 1, 2011, the Plan became effective.

E. WHEREAS, Section IX.E. of the Plan (the “Plan Injunction”) provides, *inter alia*, that “all Parties and Entities are permanently enjoined . . . from . . . commencing or continuing any action or other proceeding of any kind against the Debtors’ Estates, the UBI Liquidating Trust, their successors and assigns, and any of their assets or properties”

F. WHEREAS, on February 8, 2016, Pichardo filed the Motion of Odette Pichardo for Relief From the Automatic Stay and/or for Relief From the Plan Release and Injunction and/or for Abstention to Liquidate Claim and for Related Relief (D.I. 1792, the “Motion for Relief”).

G. WHEREAS, the Parties have engaged in good faith, arm’s length negotiations and have agreed to permit Pichardo relief from the Plan Injunction as set forth herein solely for the purposes of (i) prosecuting the complaint filed against certain of the above-captioned debtors

(the “Complaint”) in the State Court Action, and (ii) to the extent insurance coverage is applicable, collecting from available insurance proceeds, if any.

H. WHEREAS, Pichardo further agrees to limit any and all recovery against the Debtors in the State Court Action to the Debtors’ available insurance proceeds, if any.

I. NOW THEREFORE, the Parties HEREBY STIPULATE AND AGREE as follows:

STIPULATION

1. The Recitals are true and correct and are incorporated herein by reference.
2. This Stipulation is subject to the Court’s approval and shall be of no force and effect unless and until approved by the Court.
3. The stay imposed under the Plan Injunction is modified to permit Pichardo to proceed with the State Court Action, including through any subsequent appeals and to final judgment, solely for the limited purposes of (i) prosecuting the State Court Action, and (ii) to the extent insurance coverage is applicable, collecting from available insurance proceeds, if any.
4. Pichardo hereby agrees that collection of any judgment or settlement against the Debtors in the State Court Action shall be limited to any available insurance proceeds, up to the limits of the applicable insurance policy or policies.
5. To the extent that a judgment or settlement is not fully satisfied by any available insurance proceeds, Pichardo hereby waives any right to payment or other relief against and agrees that she will not seek in any manner to receive distribution of money or property of or from the Debtors’ estates or any of their agents, affiliates, or successors-in-interest with respect to the causes of action identified in the Complaint or adjudicated in the State Court Action. In

any and all events, Pichardo shall be limited, in respect to any judgment against the Debtors or any settlement of the State Court Action, to recovery from available insurance proceeds, if any.

6. Upon entry of the order approving the Stipulation, Pichardo agrees not to seek payment or distribution of property from the Debtors' estates or any of their agents, affiliates, or successors-in-interest with respect to the causes of action identified in the Complaint or adjudicated in the State Court Action on account of any and all proofs of claim, scheduled claims, administrative claims, motions or requests for payment filed and/or asserted, or which could have been filed and/or asserted, by Pichardo in the Debtors' bankruptcy proceedings (including payments made on any claim under section 502(h) of the Bankruptcy Code); provided that nothing herein shall limit Pichardo's ability to seek to recover available insurance proceeds as provided herein.

7. The Parties represent and warrant to each other that the signatories to this Stipulation have full power and authority to enter into this Stipulation.

8. The Parties hereby acknowledge and agree that this Stipulation is entered into solely for the convenience of the Parties and neither this Stipulation nor the fact of its execution will constitute any admission or acknowledgement or liability or wrongdoing on the part of any of the Parties or any insurer. The Parties preserve all rights, claims and defenses in the State Court Action and any appeal.

9. Nothing herein (i) alters or amends the terms and conditions of any insurance policies issued to the Debtors or of any related agreements; relieves the Debtors or the insurers of any of their obligations under any insurance policies issued to the Debtors or any related agreements; or creates, permits, bars or otherwise affects any right to assert a direct claim or right of action, if any, by Pichardo against any insurer, (ii) 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 any alleged applicable policy, or (iii) precludes or limits, in any way, the rights of Pichardo to assert and/or litigate the existence, primacy and/or scope of any insurance policies issued to the Debtors.

10. All representations, warranties, inducements, and/or statements of intention made by the Parties that relate to this Stipulation are embodied in the Stipulation, and none of the Parties relied upon, shall be bound by, or shall be liable for any alleged representation, warranty, inducement, or statement of intention that is not expressly set forth in this Stipulation.

11. This Stipulation may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Stipulation may be executed by facsimile or PDF signatures, and such facsimile or PDF signatures will be deemed to be as valid as an original signature whether or not confirmed by delivering the original signatures in person, by courier or mail, although it is the Parties' intention to deliver original signatures after delivery of facsimile or PDF signatures.

12. With respect to the State Court Action, nothing herein shall limit Pichardo's ability to recover against any non-Debtor defendant.

13. Upon approval by the Bankruptcy Court, this Stipulation shall be deemed to constitute a consensual order with respect to the Motion for Relief, which shall hence at that time been deemed resolved.

14. Pending final resolution of the State Court Action, the Trustee shall not destroy or otherwise dispose of any documents or electronically stored information currently in its possession, custody, or control, if any, concerning the claims asserted in the State Court Action

without providing Pichardo at least 30-days written notice delivered to her counsel of record in the State Court Action.

15. The Court shall retain jurisdiction to resolve any disputes or controversies arising from or relating to this Stipulation.

Dated: March 14, 2016

 /s/ Christopher D. Loizides
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