Exhibit 1

Joint Stipulation

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
VYAIRE MEDICAL, INC., *et al.*,[1]	)	Case No. 24-11217 (BLS)
Debtors.	)	(Jointly Administered)

JOINT STIPULATION BETWEEN THE DEBTORS AND SUNMED GROUP HOLDINGS, LLC (D/B/A AIRLIFE) IN CONNECTION WITH ZOLL SALE

The above captioned debtors, Vyaire Medical, Inc., *et al.*, (collectively, the "Debtors") and SunMed Group Holdings, LLC (d/b/a AirLife) ("AirLife" and together with the Debtors, each a "Party" and collectively, the "Parties"), hereby stipulate as follows (this "Joint Stipulation"):

RECITALS

A. On June 9, 2024 (the "Petition Date"), the Debtors commenced voluntary cases under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United State Bankruptcy Court for the District of Delaware (the "Bankruptcy Court").

B. Prior to the Petition Date, the Debtors entered into that certain Stock and Asset Purchase Agreement dated as of March 27, 2023, by and between Vyaire Holding Company and AirLife (the "SAPA") and that certain Transition Services Agreement, dated as of May 1, 2023, by and between Vyaire Holding Company and AirLife (the "TSA").

C. Under the SAPA, certain "Transferred Assets" (as defined therein), were purchased by AirLife, and the Debtors acknowledge and agree that any such Transferred Assets do not and

[1] The last four digits of Debtor Vyaire Medical, Inc.'s federal tax identification number are 6495. A complete list of each of the Debtors in these chapter 11 cases and each such Debtor's federal tax identification number may be obtained on the website of the Debtors' claims and noticing agent at https://omniagentsolutions.com/Vyaire. The location of Debtor Vyaire Medical, Inc.'s principal place of business and the Debtors' service address in these chapter 11 cases is 26125 North Riverwoods Boulevard, Mettawa, Illinois, USA 60045.

shall not (i) constitute property of the Debtors' Estates, (ii) vest with any Wind-Down Debtor, or (iii) constitute any Wind-Down Debtor Asset or any Liquidating Trust Asset.[2]

D. Prior to the Petition Date, the Debtors entered into that certain Contract Manufacturing Agreement effective as of July 1, 2023 (including any modifications, amendments, addendums, schedules, or related documents, but expressly excluding the SAPA and the TSA, the "AirLife CMA"), executed on or about August 18, 2023, by Vyaire Medical, Inc. and on or about August 28, 2023, by AirLife.

E. On August 2, 2024, AirLife timely filed proofs of claim in the amount of not less than $7,138,310.48 for, among other things, amounts due and owing to AirLife as of the Petition Date under the AirLife CMA (collectively, the "CMA Claim").[3] The CMA Claim was inclusive of claims asserted by AirLife under section 503(b)(9) of the Bankruptcy Code.

F. On September 4, 2024, the United States Bankruptcy Court for the District of Delaware entered the *Order (A) Approving the Zoll Asset Purchase Agreement and Authorizing the Sale of Certain Ventilation Assets of the Debtors Outside the Ordinary Course of Business, (II) Authorizing the Sale of Assets Free and Clear of All Liens, Claims, Interests, and Encumbrances, (III) Authorizing the Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection Therewith, and (IV) Granting Related Relief* [Docket No. 496] (the "Zoll Sale Order"), which among other things approved the entry into the asset purchase agreement between the Debtors and Zoll (the "Zoll APA").

[2] Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the *Amended Joint Chapter 11 Plan of Vyaire Medical, Inc. and Its Debtor Affiliates* [Docket No. 581](as may be amended, modified, or supplemented from time to time, the "Plan").

[3] The CMA Claim is comprised of: (i) Proof of Claim No. 3 against Vyaire Holding Company; (ii) Proof of Claim No. 6 against Vyaire Medical 203, Inc.; (iii) Proof of Claim No. 16 against Vyaire Medical 211, Inc.; and (iv) Proof of Claim No. 136 against Vyaire Medical, Inc.

G. Following entry of the Zoll Sale Order, Zoll and AirLife negotiated the terms of certain commercial agreements (collectively, the "Zoll/AirLife Agreements"). Among other things, the Zoll/AirLife Agreements provide that, in exchange for good and valuable consideration, Zoll will render certain cash payments to AirLife (the "Zoll Payment") within two (2) Business Days of the closing of the sale under the Zoll APA and Zoll Sale Order (the "Zoll Sale Closing").

H. Following entry of the Sale Order, and in order to facilitate the terms of the Zoll/AirLife Agreements, the Debtors and Zoll entered into an amendment to the Zoll APA (the "Zoll APA Amendment"), pursuant to which the Debtors agreed to convey to Zoll, as an additional acquired asset under the Zoll APA, all preference or avoidance claims or actions arising under the Bankruptcy Code or applicable Law, including claims pursuant to chapter 5 of the Bankruptcy Code, in each case solely as such claims relate to AirLife and its Affiliates (as defined in the Zoll APA).

I. The Parties now desire to resolve certain claims relating to the AirLife CMA and the rejection thereof, as provided in this Joint Stipulation.

NOW, THEREFORE, THE PARTIES STIPULATE AND AGREE AS FOLLOWS:

1. The recitals set forth above are hereby made an integral part of the Joint Stipulation and are incorporated herein.

2. This Joint Stipulation shall have no force or effect unless and until each of the following has occurred: (i) entry by Zoll and AirLife into the Zoll/AirLife Agreements (in form and substance acceptable to AirLife in its sole discretion), (ii) execution by Zoll and the Debtors of the Zoll APA Amendment (in form and substance acceptable to AirLife in its sole discretion), (iii) the Zoll Sale Closing, (iv) the timely payment in full in cash to AirLife of the Zoll Payment in accordance with the terms of the Zoll/AirLife Agreements, and (v) entry of an order (the

"Order") of the Bankruptcy Court approving this Joint Stipulation (in form and substance acceptable to AirLife in its sole discretion) (the date upon which the last of all of the foregoing has occurred, the "Effective Date").

3. Upon the Effective Date, the AirLife CMA shall be deemed rejected pursuant to sections 105(a) and 365 of the Bankruptcy Code. If AirLife asserts a claim against the Debtors arising from the rejection of the AirLife CMA, it must file a proof of claim on or before the Effective Date (the "Rejection Claim"). If no proof of claim is timely filed, AirLife shall be forever barred from asserting a claim for damages arising from the rejection of the AirLife CMA and from participating in any distributions on any such claim that may be made in connection with these chapter 11 cases.

4. Upon the Effective Date, subject to paragraph 3 hereof: (i) the CMA Claim shall be deemed satisfied, waived, and/or withdrawn with prejudice, (ii) AirLife acknowledges that as of the Zoll Sale Closing it has no post-petition claims against the Debtors under the AirLife CMA, and (iii) AirLife shall be forever barred, estopped and permanently enjoined from asserting any further claims arising under or related to the AirLife CMA against the Debtors.

5. Upon the Effective Date, any and all claims or other obligations arising under or related to the AirLife CMA prior to the Zoll Sale Closing against any non-Debtors, if any, shall be deemed satisfied, released, or waived by AirLife, and AirLife shall be forever barred, estopped, and permanently enjoined from asserting, imposing, charging or claiming against the non-Debtors on account of such claims.

6. Upon the Effective Date, any and all claims, rights, interests, or causes of action held or otherwise maintained by the Debtors against AirLife under or related to the AirLife CMA, if any, shall be deemed satisfied, released, and waived by the Debtors and the Debtors shall be

forever barred, estopped and permanently enjoined from asserting, imposing, charging or claiming against AirLife on account of such claims.

7. For the avoidance of doubt, nothing contained in this Joint Stipulation, nor in the Zoll APA or the Zoll Sale Order, shall (i) release the Rejection Claim, (ii) release any rights, claims, interests, or causes of action held or otherwise maintained by AirLife under any contract or agreement other than the AirLife CMA, (iii) release the Debtors from their obligations to return the Transferred Assets to AirLife, (iv) release or relinquish any rights, claims, interests, or causes of action held or otherwise maintained by AirLife in the Transferred Assets arising under or relating to the SAPA or the TSA, or (v) release any rights, claims, interests, or causes of action to enforce or interpret the terms of this Joint Stipulation.

8. The Debtors acknowledge and agree that the Plan and any order confirming the Plan shall include the following language (as may be modified with the express written consent of AirLife):

> Notwithstanding anything contained in this Order or the Plan, the "Transferred Assets," as defined in that certain Stock and Asset Purchase Agreement dated as of March 27, 2023 (the "SAPA"), by and between Vyaire Holding Company and SunMed Group Holdings, LLC d/b/a AirLife ("AirLife"), do not and shall not (i) constitute property of the Debtors' estates, (ii) vest with any Wind-Down Debtor, or (iii) constitute a Wind-Down Debtors' Asset or Liquidating Trust Asset. Notwithstanding anything contained in this Order or the Plan, to the extent any Transferred Assets remain with, or are disbursed, transferred, or remitted to the Debtors, the Wind-Down Debtors, or the Plan Administrator following entry of the Confirmation Order or the Effective Date, the Plan Administrator shall deliver all such Transferred Assets to AirLife within five (5) business days of discovery of such remittance or receipt of notice from AirLife to the Debtors, the Wind-Down Debtors, or the Plan Administrator. For the avoidance of doubt, nothing contained in this Order or the Plan shall release the Debtors, the Wind-Down Debtors, the Plan Administrator or any other Released Party from their obligations to return the Transferred Assets to AirLife as set forth in this paragraph [_], and AirLife shall not release or relinquish any rights, claims, interests, Causes of Action held or otherwise maintained by AirLife in the Transferred Assets arising under or relating to the SAPA irrespective of whether AirLife elects to opt in to granting the releases set forth in Article VIII.C of the Plan.

9. This Joint Stipulation shall constitute the entire agreement and understanding of the Parties relating to the subject matter hereof and supersedes all prior agreements and understandings relating to the subject matter hereof.

10. This Joint Stipulation is in compromise of disputed claims between the Parties, and shall not be construed as an admission by the Parties or any of their respective present or former directors, officers, employees or agents, of a violation of any federal, state, or local statute, regulation, judicial doctrine, or other law, or a violation of any right, or breach of any duty, obligation or contract. All communications (whether oral or in writing) between and/or among the Parties, their respective counsel and/or other respective representatives relating to, concerning or in connection with this Joint Stipulation, or the matters covered hereby and thereby, shall be governed and protected in accordance with Federal Rule of Evidence 408 and all other similar rules and laws to the fullest extent permitted by law, and no Party hereto shall seek to admit this Joint Stipulation into evidence against any other party hereto, except in an action to enforce or interpret the terms of this Joint Stipulation.

11. All notices, requests, demands, claims, and other communications hereunder will be in writing, and delivered by e-mail. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given: (a) when delivered personally to the recipient; (b) when sent by email, on the date of transmission to such recipient; or (c) one (1) business day after being sent to the recipient by reputable overnight courier service (charges prepaid) and addressed to the intended recipient as set forth below, or at any other address as the party may later designate by written notice.

If to the Debtors: Patrick J. Reilley, Esq.
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and

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If to AirLife: Kizzy Jarashow
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12. The undersigned who executes this Joint Stipulation by or on behalf of each respective Party represents and warrants that he or she has been duly authorized and empowered to execute and deliver this Joint Stipulation on behalf of such Party and that this Joint Stipulation constitutes a valid, binding agreement in accordance with its terms.

13. This Joint 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 Joint Stipulation shall not be modified, altered, amended or vacated without the written consent of all Parties hereto or by further order of the Bankruptcy Court.

15. Each Party represents and warrants to the other Party that it: (i) made this Joint Stipulation freely and voluntarily and with full knowledge of its significance, and (ii) has been represented by counsel of its own choice in the negotiations preceding the execution of this Joint Stipulation and in connection with the preparation and execution of this Joint Stipulation.

16. This Joint Stipulation shall be binding upon and inure to the benefit of the Parties and their respective successors, administrators, and assigns (including any successors or administrators of the Debtors under the Plan).

17. In the event that the Effective Date does not occur, all relief set forth herein shall be considered null and void and the Parties shall maintain all rights, remedies, and defenses.

18. The Bankruptcy Court shall retain jurisdiction to resolve any disputes or controversies arising from this Joint Stipulation.

[*Remainder of Page Intentionally Left Blank – Signatures to Follow*]

Dated: October 15, 2024

/s/ Patrick J. Reilley
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