



ORDERED in the Southern District of Florida on February 14, 2019.

A handwritten signature in black ink that reads "Mindy A. Mora".

Mindy A. Mora, Judge
United States Bankruptcy Court

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
WEST PALM BEACH DIVISION
www.flsb.uscourts.gov

In re:

Case No. 17-18864-MAM

AA FLORIDA BRIDAL RETAIL
COMPANY, LLC, et al.,

Chapter 7

Debtors.

**BAR ORDER IN ACCORDANCE WITH THE ORDER APPROVING
AGREEMENT TO COMPROMISE CONTROVERSY AND SETTLEMENT
OF DIRECTOR AND OFFICER LIABILITY CLAIMS AND FOR
PAYMENT OF CONTINGENCY FEE TO BAST AMRON LLP (ECF NO. 325)**

THIS MATTER came before the Court for hearing on February 12, 2019 at 3:30 p.m. (the "Hearing") upon the Trustee's (the "Trustee") Motion (I) to Approve Agreement to Compromise Controversy and Settlement of Director and Officer Liability Claims; (II) to

Approve Bar Order; and (III) for Payment of Contingency Fee to Bast Amron LLP from Settlement Funds (ECF No. 325) (the “Motion”).¹

The Court has reviewed the Motion and the Agreement attached to the Motion at **Exhibit A** thereto (the “Agreement”), and has considered the record in this case, the arguments of counsel at the Hearing on the Motion, and evidence adduced in support of the Motion (including any evidence offered by proffer and accepted by the Court without objection of any party). The Court finds that notice of the Motion and the Hearing thereon is sufficient (*see* ECF No. 327 for the Certificate of Service of the Notice of Hearing on the Motion).

The Court further finds that the entry of this order is reasonable and justified under the facts and circumstances of this case, and is a requirement of the Settling Parties, without which the settlement and compromise contained in the Agreement attached to the Motion would not have been entered into by the Settling Parties.

Based upon the foregoing, it is

ORDERED:

1. The Court approved the Agreement by a separate order (the “Approval Order”).
2. For the reasons stated on the record at the Hearing which are incorporated herein by reference, the Trustee’s request for the entry of a bar order is **GRANTED** as set forth below.
3. Except as otherwise provided in the Agreement, and pursuant to 11 U.S.C. §105(a), this Order shall act as a permanent injunction against any person or entity, except governmental agencies, in favor of (a) Richard Anders, Vanessa McIntosh, Paul Quentel, Martin Weinberg, and Stephen Czech, all other persons who are considered insured persons under the Policy, and each of their spouses, heirs, successors and assigns (collectively, the “Insureds”) in

¹ Unless otherwise stated herein, capitalized terms shall have the same meaning as provided in the Agreement.

regard to any and all matters arising out of any involvement of the Insureds whatsoever in transactions, acts, or events in any manner related to the Debtors and their predecessors, affiliates, successors, and related entities; and (b) National Union Fire Insurance Company of Pittsburgh, Pa. (the “Insurer,” and together with the Insureds, the “Released Parties”) with regard to any and all claims under the Policy, as follows:

a. Against the filing, commencing, conducting, asserting, litigating, enforcing, collecting, or continuing in any manner directly, indirectly, or derivatively, any suit, action, claim, guaranty, judgment, lien, demand, or other proceeding (including, without limitation, any proceeding in any judicial, arbitral, administrative, or other forum) against (i) any of the Insureds or Insurer (limited to such claims against the Insurer as issuer of the Policy) arising out of or reasonably flowing from the acts or omissions of the Insureds in their capacity as officers, directors, and/or employees of the Debtor¹ or in any way related to the Debtor or its bankruptcy case (the “Barred Claims”); and (ii) the Insurer in connection with the Insureds, the Debtor, or its bankruptcy case (limited to such claims against the Insurer as issuer of the Policy).

b. The Bar Order shall not, however, impact, impair, or otherwise affect any rights that an Insured may have under the Policy or pursuant to any other arrangement among an Insured and the Insurer.

c. In the event that any person asserting a cause of action (a “Plaintiff”) obtains a judgment or arbitration award (a “Judgment”) against any Barred Person with

¹ As used herein, the “Debtor” shall collectively include: AA Florida Bridal Retail Co., LLC (Case No. 17-18864); Alfred Angelo – The Bride’s Studio No. 3, Inc. (Case No. 17- 18871); AA Bridal Midwest, LLC (Case No. 17-18873); AA Bridal Northeast, LLC (Case No. 17-18874); AA Bridal, LLC (Case No. 17-18877); BridesMart, LP (Case No. 17-18879); Hacienda Brides (Case No. 17-18881); DJ Fashions, LLC (Case No. 17-18882); AA Bridal Nebraska, LLC (Case No. 17-18883); Alfred Angelo Investment China I (Case No. 17-18887); Alfred Angelo Investment China III (Case No. 17-18888); Zhuhai Haiping Wedding DRESS Design LTD (Case No. 17-18896); Alfred Angelo Investment Company, Limited (Hong Kong) (Case No. 17-18898); and Alfred Angelo Newco, Inc. (Case No. 17-18900).

respect to one or more causes of action based upon, arising from, or related to the facts, allegations, or transactions underlying any Barred Claim, then the Plaintiff shall, prior to or in connection with the entry of such Judgment, provide notice of this Bar Order to the court or tribunal in which such Judgment was obtained. Such court or tribunal shall determine whether the Judgment gives rise to Barred Claims on which Released Parties would have been liable to the Barred Persons in the absence of this Bar Order. If the court or tribunal so determines, it shall reduce such Judgment against such Barred Person in an amount equal to (a) the amount of the Judgment against any such Barred Person times (b) the aggregate proportionate share of fault (expressed as a percentage) of the Released Party or Parties that would have been liable on a Barred Claim in the absence of this Bar Order.

4. The Court reserves jurisdiction regarding the interpretation, effectuation, and enforcement of this Order.

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Submitted by:

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D. Brett Marks, Esq. is directed to serve copies of this Order upon all interested parties and to file a certificate of service with the Court.