

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

In re:

ARCTIC SENTINEL, INC. [f/k/a
Fuhu, Inc.], *et al.*,¹
Debtors.

Chapter 11

Case No. 15-12465-CSS

(Jointly Administered)

**ORDER APPROVING STIPULATION RESOLVING
CLAIM NO. 39 FILED BY QUANTA COMPUTER, INC.**

This matter coming before the Court on the *Certification of Counsel Regarding Stipulation Resolving Claim No. 39 Filed by Quanta Computer, Inc.* (the “Certification”), and the *Stipulation Resolving Claim No. 39 Filed by Quanta Computer, Inc.* (the “Stipulation”) attached hereto as Exhibit A. Upon consideration of the Stipulation, Certification, and all related pleadings; it appearing that the relief requested in the Stipulation is in the best interests of the Debtors’ estates, their creditors and other parties in interest; notice of the Stipulation being sufficient under the circumstances and there being no need for further notice; the Court having jurisdiction over this matter, and the Court, upon due deliberation, having found that “cause” exists to approve the Stipulation, it is hereby **ORDERED** that:

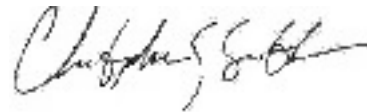
1. The Stipulation attached hereto as Exhibit A is approved.
2. This Order shall be effective immediately upon entry.
3. Claim No. 39 filed against Arctic Sentinel, Inc. f/k/a Fuhu, Inc. shall be allowed as a general unsecured claim in the amount of \$1,000,000.

¹ The Debtors, together with the last four digits of each Debtor’s tax identification number, are: Arctic Sentinel, Inc. [f/k/a Fuhu, Inc.] (7896); Arctic Sentinel Holdings, Inc. [f/k/a Fuhu Holdings, Inc.] (9761); Arctic Sentinel Direct, Inc. [f/k/a Fuhu Direct, Inc.] (2180); and Sentinel Arctic, Inc. f/k/a Nabi, Inc.] (4119).



4. The Parties (as defined in the Stipulation) and Kurtzman Carson Consultants LLC (as claims agent) are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the terms of the Stipulation.

5. The Court retains jurisdiction over any and all issues arising from or related to the implementation and interpretation of this Order.



Dated: May 4, 2020
Wilmington, Delaware

CHRISTOPHER S. SONTCHI
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT A

(Stipulation)

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

In re:

ARCTIC SENTINEL, INC. [f/k/a
Fuhu, Inc.], *et al.*,¹
Debtors.

Chapter 11

Case No. 15-12465-CSS

(Jointly Administered)

STIPULATION RESOLVING CLAIM NO. 39 FILED BY QUANTA COMPUTER, INC.

Saccullo Business Consulting, LLC (the “Liquidating Trustee”), the Liquidating Trustee of the Liquidating Trust (the “Liquidating Trust”) established in the above-captioned chapter 11 cases of the above-captioned debtors (the “Debtors”), and Quanta Computer, Inc. (“Quanta” and together with the Liquidating Trustee, the “Parties”), hereby stipulate and agree as follows:

Recitals

WHEREAS, on December 7, 2015, and December 11, 2015 (the “Petition Dates”), each of the Debtors filed voluntary petitions under chapter 11 of title 11 of the United States Code in the United States Bankruptcy Court for the District of Delaware;

WHEREAS, on November 30, 2016, the Court entered its *Order Confirming the First Amended Plan of Liquidation of the Debtors Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 892] (the “Confirmation Order”) confirming the *First Amended Plan of Liquidation of the Debtors Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 765] (the “Plan”), and on January 25, 2017 (the “Effective Date”), the Plan became effective;

¹ The Debtors, together with the last four digits of each Debtor’s tax identification number, are: Arctic Sentinel, Inc. [f/k/a Fuhu, Inc.] (7896); Arctic Sentinel Holdings, Inc. [f/k/a Fuhu Holdings, Inc.] (9761); Arctic Sentinel Direct, Inc. [f/k/a Fuhu Direct, Inc.] (2180); and Sentinel Arctic, Inc. f/k/a Nabi, Inc.] (4119).

WHEREAS, on the Effective Date, the Liquidating Trust was established, Saccullo Business Consulting, LLC was appointed to serve as the Liquidating Trustee pursuant to the terms of the Plan and the Liquidating Trust Agreement (as defined in the Plan), and all assets of the Debtors were transferred and assigned to the Liquidating Trust (except as otherwise provided in the Plan);

WHEREAS, on February 17, 2016, Quanta Computer, Inc. ("Quanta") filed proof of claim number 39 in the amount of \$1,633,740.00 as a general unsecured claim against Artic Sentinel, Inc. f/k/a Fuhu, Inc. ("Claim No. 39"); and

WHEREAS, the Liquidating Trustee and Quanta have engaged in good faith discussions and have reached a resolution regarding Claim No. 39, as set forth herein.

Agreement

NOW THEREFORE, based upon the mutual agreements and covenants set forth in this Stipulation, and for good and sufficient cause, the Liquidating Trustee and Quanta hereby stipulate and agree as follows:

1. The above 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 it is signed by the Parties, approved by an order of the Court and until the date when such order becomes final and non-appealable (the "Stipulation Effective Date").
3. Claim No. 39 filed against Artic Sentinel, Inc. f/k/a Fuhu, Inc. shall be allowed as a general unsecured claim in the amount of \$1,000,000.
4. The Parties represent and warrant to each other that the signatories to this Stipulation have full power and authority to enter into this Stipulation.

5. 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 of acknowledgement or liability or wrongdoing on the part of any of the Parties. The Parties will not offer this Stipulation or the fact of its execution into evidence in any proceeding other than a proceeding to approve or enforce this Stipulation or any of its terms.

6. All representations, warranties, inducements and/or statements of intention made by the Parties that relate to this Stipulation are embodied in this Stipulation and none of the Parties have 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.

7. The Court shall retain jurisdiction with respect to all matters arising from or related to the interpretation, implementation, or enforcement of the terms and provisions of this Stipulation.

[Remainder of Page Left Intentionally Blank]

Dated: April 29, 2020

/s/ Laurel D. Roglen

Leslie C. Heilman (No. 4716)
Laurel D. Roglen (No. 5759)
BALLARD SPAHR LLP
919 N. Market Street, 11th Floor
Wilmington, Delaware 19801
Telephone: (302) 252-4465
Facsimile: (302) 252-4466
Email: heilmanl@ballardspahr.com
roglenl@ballardspahr.com

/s/ Brian Lee

Brian Lee, Esq.
PIVOT POINT LAW, P.C.
303 Twin Dolphin Drive, Suite 600
Redwood City, CA 94065
Telephone: (650) 251-4200
Facsimile: (650) 251-4201
Email: blee@pivotpointlaw.com

Counsel for Quanta Computer, Inc.

and

Jay R. Indyke
Evan M. Lazerowitz
COOLEY LLP
55 Hudson Yards
New York, New York 10001
Telephone: (212) 479-6000
Facsimile: (212) 479-6275
Email: jindyke@cooley.com
elazerowitz@cooley.com

Counsel for the Liquidating Trustee