

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

In re:

VER TECHNOLOGIES HOLDCO, LLC, *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 18-10834 (KG)

Jointly Administered

**ORDER APPROVING SECOND STIPULATION GRANTING EXTENSION OF TIME TO (A) FILE MOTION PURSUANT TO FED. R. BANKR. P. 3018(a), (B) VOTE TO ACCEPT OR REJECT THE PLAN OF REORGANIZATION, AND (C) FILE AN OBJECTION TO THE PLAN OF REORGANIZATION**

Upon consideration of the *Second Stipulation Granting Extension of Time to (A) File Motion pursuant to Fed. R. Bankr. 3018(a), (B) Vote to Accept or Reject the Plan of Reorganization, and (C) File an Objection to the Plan of Reorganization* (the "Stipulation"),<sup>2</sup> a copy of which is attached to this order (the "Order") as Exhibit 1, and as agreed to by and among the debtors and debtors in possession (collectively, the "Debtors") in the above-captioned, jointly administered bankruptcy cases (collectively, the "Bankruptcy Cases"), on the one hand, and FAAST Leasing Anaheim, LLC, FAAST Leasing Arizona, LLC, FAAST Leasing Florida, LLC, FAAST Leasing Georgia, LLC, FAAST Leasing Louisiana, LLC, FAAST Leasing San Diego, LLC, FAAST Leasing San Francisco, LLC, FAAST Leasing Tennessee, LLC, FAAST Leasing

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, include: VER Technologies HoldCo LLC (7239); CPV Europe Investments LLC (2533); FAAST Leasing California, LLC (7857); Full Throttle Films, LLC (0487); Maxwell Bay Holdings LLC (3433); Revolution Display, LLC (6711); VER Finco, LLC (5625); VER Technologies LLC (7501); and VER Technologies MidCo LLC (7482). The location of the Debtors' service address is: 757 West California Avenue, Building 4, Glendale, California 91203.

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



Texas, LLC, New FTF, Inc., REVV Property, LLC, Ruberta Property, LLC, New FFAST, LLC, New Rev, Inc., Vincent Dundee III, and Judith Dundee (collectively, the “FTF Parties”), on the other hand, and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Stipulation is approved;
2. The 3018 Deadline as applicable to the FTF Parties and FTF Claims is extended through and including July 2, 2018, at 4:00 p.m. ET;
3. The 3018 Response Deadline as applicable to any motion filed by the FTF Parties seeking to estimate the FTF Claims, or any of them, under Bankruptcy Rule 3018(a) is extended through and including July 10, 2018, at 4:00 p.m. ET;
4. The Voting Deadline as applicable to the FTF Parties is extended through and including July 13, 2018, at 5:00 p.m. ET;
5. In the event the 3018 Deadline expired prior to entry of this Order, the 3018 Deadline is hereby reinstated, renewed and extended through and including July 2, 2018, at 4:00 p.m. ET;
6. To the extent any prior orders of this Court conflict with the terms of the Stipulation or this Order, including, without limitation, the Disclosure Statement Order, this Order shall control, solely to the extent of such conflict;
7. The extension of the foregoing dates and deadlines pursuant to the Stipulation and this Order shall have no effect as to parties that are not a Party to the Stipulation;
8. The Parties are hereby authorized to take any and all actions reasonably necessary to effectuate the terms of the Stipulation; and

9. The Court shall retain jurisdiction over any and all matters arising from or related to the implementation or interpretation of the Stipulation or this Order.

Dated: June **26**, 2018  
Wilmington, Delaware

  
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THE HONORABLE KEVIN GROSS  
UNITED STATES BANKRUPTCY JUDGE

**Exhibit 1**

Stipulation

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

In re:

VER TECHNOLOGIES HOLDCO, LLC, *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 18-10834 (KG)

Jointly Administered

**SECOND STIPULATION GRANTING EXTENSION OF TIME  
TO (A) FILE MOTION PURSUANT TO FED. R. BANKR. P. 3018(a),  
(B) VOTE TO ACCEPT OR REJECT THE PLAN OF REORGANIZATION,  
AND (C) FILE AN OBJECTION TO THE PLAN OF REORGANIZATION**

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This stipulation (the “Stipulation”) is entered into this 25th day of June 2018, by and among the debtors and debtors in possession (collectively, the “Debtors”) in the above-captioned, jointly administered bankruptcy cases (collectively, the “Bankruptcy Cases”), on the one hand, and FFAST Leasing Anaheim, LLC, FFAST Leasing Arizona, LLC, FFAST Leasing Florida, LLC, FFAST Leasing Georgia, LLC, FFAST Leasing Louisiana, LLC, FFAST Leasing San Diego, LLC, FFAST Leasing San Francisco, LLC, FFAST Leasing Tennessee, LLC, FFAST Leasing Texas, LLC, New FTF, Inc., REVV Property, LLC, Ruberta Property, LLC, New FFAST, LLC, New Rev, Inc., Vincent Dundee III, and Judith Dundee (collectively, the “FTF Parties”), on the other hand, by and through their undersigned counsel of record. The

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<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, include: VER Technologies HoldCo LLC (7239); CPV Europe Investments LLC (2533); FFAST Leasing California, LLC (7857); Full Throttle Films, LLC (0487); Maxwell Bay Holdings LLC (3433); Revolution Display, LLC (6711); VER Finco, LLC (5625); VER Technologies LLC (7501); and VER Technologies MidCo LLC (7482). The location of the Debtors’ service address is: 757 West California Avenue, Building 4, Glendale, California 91203.

Debtors and the FTF Parties may be referred to collectively as the “Parties” and each individually as a “Party”.

**WHEREAS**, on April 5, 2018, each of the Debtors filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (the “Bankruptcy Code”), in the United States Bankruptcy Court for the District of Delaware (the “Court”);

**WHEREAS**, on June 4, 2018, the Court entered the *Order Approving (I) Adequacy of the Disclosure Statement, (II) Solicitation and Notice Procedures, (III) Forms of Ballots and Notices in Connection therewith, and (IV) Certain Dates with Respect thereto* (the “Disclosure Statement Order”) [D.I. 415];<sup>2</sup>

**WHEREAS**, the Disclosure Statement Order provides, among other things, as follows: (1) “all Holders of Claims entitled to vote on the Plan must complete, execute, and return their Ballots so that they are **actually received** by the Notice and Claims Agent pursuant to the Solicitation and Voting Procedures, on or before **July 6, 2018 at 5:00 p.m.** prevailing Eastern Time (the “Voting Deadline”)” [D.I. 415, at p. 4 (emphasis original)]; (2) that “[a]ny party wishing to file a motion under Bankruptcy Rule 3018(a) to temporarily allow a Claim or Interest for purposes of voting to accept or reject the Plan shall have until ten (10) days from the later of (a) the mailing of the Confirmation Hearing Notice and (b) the filing of a claim objection to file such a motion” (the “Original 3018 Deadline”) and “[t]he Debtors and other parties in interest shall have until the date that is ten (10) days prior to the Voting Deadline as the deadline by which the Debtors or other parties in interest must file objections to any motion filed pursuant to Bankruptcy Rule 3018(a)” (the “Original 3018 Response Deadline”) [D.I. 415, at pp. 8-9];

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<sup>2</sup> Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Disclosure Statement Order.

(3) “**July 6, 2018 at 4:00 p.m.** prevailing Eastern Time shall be [the] date by which objections to the Plan must be filed with the Court and served so as to be **actually received** by the appropriate notice parties ... (the “Plan Objection Deadline”)” [D.I. 415, at p. 9 (emphasis original)];

(4) “**July 11, 2018** shall be the date by which the voting certification must be filed with the Court” (the “Ballot Tabulation Deadline”) [D.I. 415, at p. 9 (emphasis original)]; and (5) “**July 11, 2018 at 4:00 p.m.** prevailing Eastern Time shall be the date by which responses to objections to the Plan must be filed with the Court (the “Plan Objection Reply Deadline”), and the Debtors shall file their brief in support of Confirmation of the Plan (the “Confirmation Brief Deadline”)” [D.I. 415, at p. 9 (emphasis original)].

**WHEREAS**, on June 8, 2018, the FTF Parties filed the following proofs of claim (collectively, the “FTF Claims”) in the Bankruptcy Cases:

Debtor	Claim Description	Claim Amount	Claim No.
Full Throttle Films	FAAST Leasing Anaheim, LLC	\$10,930.00 (unsecured)	548
	FAAST Leasing Arizona, LLC	\$1,208.12 (admin) \$20,780.66 (unsecured)	571
	FAAST Leasing Florida, LLC	\$5,809.68 (admin) \$23,894.54 (unsecured)	587
	FAAST Leasing Georgia, LLC	\$22,894.23 (unsecured)	583
	FAAST Leasing Louisiana, LLC	\$1,758.52 (admin) \$20,964.86 (unsecured)	565
	FAAST Leasing San Diego, LLC	\$4,909.96 (admin) \$20,964.86 (unsecured)	584
	FAAST Leasing San Francisco, LLC	\$3,457.16 (admin) \$20,000.00 (unsecured)	577
	FAAST Leasing Tennessee, LLC	\$6,609.04 (admin) \$25,609.67 (unsecured)	599
	FAAST Leasing Texas, LLC	\$5,459.56 (admin) \$24,579.60 (unsecured)	569
	REVV Property, LLC	\$24,589.76 (admin) \$43,035.27 (unsecured)	564
	Ruberta Property, LLC	\$12,553.16 (admin) \$31,759.57 (unsecured)	590

VER Technologies LLC	FAAST Leasing Anaheim, LLC	\$10,930.00 (unsecured)	579
	FAAST Leasing Arizona, LLC	\$1,208.12 (admin) \$20,780.66 (unsecured)	546
	FAAST Leasing Florida, LLC	\$5,809.68 (admin) \$23,894.54 (unsecured)	544
	FAAST Leasing Georgia, LLC	\$22,894.23 (unsecured)	547
	FAAST Leasing Louisiana, LLC	\$1,758.52 (admin) \$20,964.86 (unsecured)	586
	FAAST Leasing San Diego, LLC	\$4,909.96 (admin) \$20,964.86 (unsecured)	582
	FAAST Leasing San Francisco, LLC	\$3,457.16 (admin) \$20,000.00 (unsecured)	580
	FAAST Leasing Tennessee, LLC	\$6,609.04 (admin) \$25,609.67 (unsecured)	575
	FAAST Leasing Texas, LLC	\$5,459.56 (admin) \$24,579.60 (unsecured)	568
	New FTF Inc.	\$23,946,061.64 (unsecured)	633
	REVV Property, LLC	\$24,589.76 (admin) \$43,035.27 (unsecured)	573
	Ruberta Property, LLC	\$12,553.16 (admin) \$31,759.57 (unsecured)	588
	VER Technologies Holdco LLC	New FAAST, LLC	Unknown
New FTF Inc.		\$59,543,077.91 (deferred compensation)	605
New Rev, Inc.		Unknown	592
Vincent Dundee III and Judith Dundee		Unknown	637

**WHEREAS**, on or about June 18, 2018, the Parties entered into the *Stipulation Granting Extension of Time to File Motion pursuant to Bankruptcy Rule 3018(a)* (the “First Stipulation”) [D.I. 473], which provided for, among other things, an extension of (i) the Original 3018 Deadline through and including June 25, 2018, at 4:00 p.m. ET (the “3018 Deadline”), with respect to any motion filed by the FTF Parties to estimate the FTF Claims pursuant to



Bankruptcy Rule 3018(a) and (ii) the Original 3018 Response Deadline with respect to any such motion through and including July 3, 2018, at 4:00 p.m. ET (the "3018 Response Deadline");

**WHEREAS**, on or about June 19, 2018, the Court entered an order approving the First Stipulation without modification [D.I. 479]; and

**WHEREAS**, the Parties require additional time to evaluate the necessity of filing a motion under Bankruptcy Rule 3018(a) with respect to the FTF Claims and the potential for resolving any disputes pertaining to the FTF Claims and/or the voting of the same in association with the confirmation of the Plan;

**NOW, THEREFORE**, it is hereby stipulated and agreed to by and among the Parties as follows:

1. Upon entry of the order approving this Stipulation (the "Order"), (a) the 3018 Deadline as applicable to the FTF Parties and FTF Claims shall be extended through and including July 2, 2018, at 4:00 p.m. ET, (b) the 3018 Response Deadline as applicable to any motion filed by the FTF Parties seeking to estimate the FTF Claims, or any of them, under Bankruptcy Rule 3018(a) shall be extended through and including July 10, 2018, at 4:00 p.m. ET, and (c) the Voting Deadline as applicable to the FTF Parties and FTF Claims shall be extended through and including July 13, 2018, at 5:00 p.m. ET. In the event that the 3018 Deadline expires prior to entry of the Order, the Order shall be deemed to reinstate, renew and extend the 3018 Deadline in accordance with the terms of the Stipulation. To the extent any prior orders conflict with the terms of this Stipulation or the Order, including, without limitation, the Disclosure Statement Order, the Order shall be deemed to control, solely to the extent of such conflict. The extension of the foregoing dates and deadlines shall have no effect as to parties that are not a Party to this Stipulation.

2. Nothing contained herein shall be construed as, or be deemed to constitute, an admission, representation or warranty by any of the Parties hereto. By entering into this Stipulation, the Parties are not waiving, and shall not be deemed to have waived, any rights. The Parties expressly reserve all rights.

3. This Stipulation constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof and, except as otherwise expressly provided herein, is not intended to confer upon any other person any rights or remedies hereunder.

4. The undersigned persons represent and warrant that they have full authority to execute this Stipulation on behalf of the respective Parties and that the respective Parties have full knowledge of and have consented to this Stipulation.

5. Neither this Stipulation nor any terms contained herein shall be offered or received in evidence or in any way referred to in any legal action or administrative proceeding among or between the Parties, other than as may be necessary (a) to obtain approval and to enforce this Stipulation, (b) to seek damages or injunctive relief in connection therewith, or (c) to evidence that the dates and deadlines hereby extended have been modified with respect to the FTF Parties and FTF Claims.

6. Each of the Parties shall bear their own attorneys' fees and costs with respect to the negotiation, preparation, execution, and delivery of this Stipulation.

7. This Stipulation may be executed in counterparts, any of which may be transmitted by facsimile or electronic mail, and each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

8. This Stipulation shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to principles of conflict of laws.

9. This Stipulation may not be amended without the express written consent of all Parties to this Stipulation and approval by the Court.

10. This Stipulation shall be binding upon the Parties hereto and upon all of their affiliates, assigns, and successors.

11. It is acknowledged that each Party has participated in and jointly consented to the drafting of this Stipulation and that any claimed ambiguity shall not be construed for or against either Party on account of such drafting.

12. The Court shall retain jurisdiction over any and all disputes or other matters arising under or otherwise relating to this Stipulation.

Dated: June 25, 2018  
Wilmington, Delaware

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Dated: June 25, 2018  
Wilmington, Delaware

*/s/ Domenic E. Pacitti*

Domenic E. Pacitti (DE Bar No. 3989)

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