

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

In re:)	
)	Chapter 11
VER TECHNOLOGIES HOLDCO LLC, <i>et al.</i> , ¹)	Case No. 18-10834 (LSS)
Debtors.)	(Jointly Administered)
)	Re: Docket No. 1076

ORDER APPROVING STIPULATION AND RESOLUTION AGREEMENT

Upon consideration of the *Stipulation and Resolution Agreement* (the “**Stipulation**”), by and between the Debtors, and through the merger effectuated via the *Fourth Amended Joint Chapter 11 Plan of VER Technologies Holdco LLP and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code*, as it may have been amended, supplemented, or modified (the “**Plan**”), Production Resource Group Inc. and its subsidiary Production Resource Group, L.L.C., (“**PRG**”; together with the Debtors, the “**Reorganized Debtor**”), and each and all of the Debtors’ and PRG’s affiliates and subsidiaries as defined in the Plan² (such entities together with the Reorganized Debtor, the “**VER/PRG Entities**”), and Jerry Maloney (“**Maloney**”; each of the VER/PRG Entities and Maloney, a “**Party**” and collectively with the VER/PRG Entities, the “**Parties**”), a copy of which Stipulation is attached to this order (the “**Order**”) as **Exhibit A**; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, the Plan, and the *Amended Standing Order of Reference* from the United States

¹ 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.

² Capitalized terms not otherwise defined herein shall have the meaning given to them in the Plan or Stipulation, as applicable.

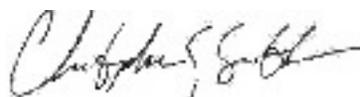


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District Court for the District of Delaware, dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having reviewed the Stipulation; and after due deliberation and sufficient cause appearing therefor, it is **HEREBY ORDERED THAT:**

1. The Stipulation is approved.
2. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.
3. The Parties are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order.
4. This Court shall retain jurisdiction to interpret, implement, and enforce the terms and provisions of this Order.

**Dated: September 30th, 2020
Wilmington, Delaware**



**CHRISTOPHER S. SONTCHI
UNITED STATES BANKRUPTCY JUDGE**

Exhibit A

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

In re:)	Chapter 11
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VER TECHNOLOGIES HOLDCO LLC, <i>et al.</i> , ¹)	Case No. 18-10834 (CSS)
)	
Debtors.)	(Jointly Administered)
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STIPULATION AND RESOLUTION AGREEMENT

The Debtors, and through the merger effectuated via the *Fourth Amended Joint Chapter 11 Plan of VER Technologies Holdco LLP and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code*, as it may have been amended, supplemented, or modified (the “**Plan**”), Production Resource Group Inc. and its subsidiary Production Resource Group, L.L.C., (“**PRG**”; together with the Debtors, the “**Reorganized Debtor**”), and each and all of the Debtors’ and PRG’s affiliates and subsidiaries as defined in the Plan² (such entities together with the Reorganized Debtor, the “**VER/PRG Entities**”), and Jerry Maloney (“**Maloney**”; each of the VER/PRG Entities and Maloney, a “**Party**” and collectively with the VER/PRG Entities, the “**Parties**”), hereby stipulate and agree (the “**Stipulation**”) as follows in accordance with the following facts and recitals:

RECITALS

A. On May 29, 2017, Maloney allegedly suffered a personal injury when he unloaded lighting equipment for the American Voices Concert at the Times Union Center in

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Albany, New York. Maloney alleges, *inter alia*, the truck was negligently loaded by certain of the Debtors' employees or agents.

B. At the time of the alleged injury, the Debtors were insured by a general liability policy underwritten by Zurich American Insurance Company (the "**Policy**").

C. On April 5, 2018 (the "**Petition Date**"), the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (the "**Bankruptcy Court**"), thereby commencing their chapter 11 cases (the "**Chapter 11 Cases**").

D. On July 26, 2018, the Bankruptcy Court entered an order [Docket No. 647] (the "**Confirmation Order**") confirming the Plan. The effective date of the Plan was August 21, 2018 (the "**Effective Date**") [Docket No. 749].

E. Article IX.B of the Plan provides that any claims of any kind that were held by a creditor of the Debtors (i) are resolved for all purposes by the Plan, (ii) that the Plan provides the sole mechanism for payment of any allowed claims, and (iii) and that claims that could have been brought but were not, do not survive the confirmation of the Plan. In addition, Section IX.D provides claimants failing to file a timely proof of claim release the Debtors on account of any claims of any kind that existed prior to the Effective Date. Maloney did not file a proof of claim in these Chapter 11 Cases.

F. Article IX.F of the Plan bars any party with a claim against the Debtors from seeking any relief of payment from the Debtors or any affiliated party (the "**Plan Injunction**"). These provisions enjoin suit against the VER/PRG Entities, which are exculpated parties under the Plan.

G. On September 12, 2019, during the course of these Chapter 11 Cases and after

the Effective Date, Maloney commenced an action captioned *Jerry Maloney v. Night Castle Management, The Lyons Gate Group Corp., American Young Voices, LLC, VER and Archangel Global Logistics LLC, Index No. 2018-260894* in the Supreme Court of the State of New York in and for Rensselaer County (the “**NY State Court Proceeding**”) against, *inter alia*, “VER” (the “**VER Defendant**.” It is unclear which VER entity the Plaintiff is asserting its claims against, consequently for the purpose of this Stipulation, any reference to the VER/PRG entities is intended to and does include the “VER” defendant identified in the caption and body of the Complaint and any amended complaint that may be filed in the NY State Court Proceeding). In the NY State Court Proceeding, Maloney asserted his entitlement to an undisclosed amount in damages, asserting a variety of claims.

H. Subsequently, on June 9, 2020, Maloney filed his *Motion of Jerry Maloney for Relief from the Plan Injunction to the Extent of Insurance Proceeds* (the “**Maloney Motion**”) [Docket No. 1076] in the Bankruptcy Court. The Maloney Motion seeks relief from the Plan Injunction to prosecute the NY State Court Proceeding against the VER Defendant solely to the extent he may obtain applicable insurance proceeds as compensation for his injuries and damages.³ Shortly thereafter, on June 12, 2020, Maloney stipulated with Defendant VER to discontinue the NY State Court Proceeding as to the VER Defendant, without prejudice.

I. The Parties have engaged in good faith discussions and, as a result, without any admission of liability, the Parties have agreed to resolve the issues raised in the Maloney Motion pursuant to the terms of this Stipulation.

NOW, THEREFORE, in consideration of the mutual promises contained in this Stipulation and for other good and valuable consideration, the receipt and sufficiency of

³ To allow the Parties the opportunity to reach an agreement, the objection deadline for the Maloney Motion has been extended and the hearing has been adjourned. The Maloney Motion is deemed withdrawn upon Court approval of this Stipulation.

which are hereby acknowledged, and the Parties intending to be legally bound by this Stipulation, hereby agree as follows:

1. The Recitals set forth above are hereby incorporated in full and made a part of this Stipulation.

2. The Reorganized Debtor consents to modification of the Plan Injunction to allow the NY State Court Proceeding to be reinstated as against the VER Defendant, on the condition that to the extent any judgment is rendered against the VER Defendant or any of the VER/PRG Entities, no recovery or execution may be had against the VER Defendant or any of the VER/PRG Entities by any Party, and Maloney's sole recourse to satisfy any such judgment shall be limited to recovery from Zurich.

3. All defenses of the VER/PRG Entities to the causes of action alleged or that may be alleged against the VER/PRG Entities in the NY State Court Proceeding are expressly preserved and may be asserted in the NY State Court Proceeding.

4. Maloney acknowledges that (i) the VER/PRG Entities have no liability of any kind to any Party or any non-party by allowing the NY State Court Proceeding to proceed as against the VER/PRG Entities or on account of any judgment that may be rendered against the VER/PRG Entities, and that (ii) no collection efforts of any kind may be made or brought against the VER/PRG Entities on account of any judgment or decision rendered in the NY State Court Proceeding.

5. The Parties agree that the terms of this Stipulation shall become effective upon execution of this Stipulation by the Parties.

6. This Stipulation shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, successors, representatives, and assigns. The

Parties agree that the United States Bankruptcy Court for the District of Delaware shall have exclusive jurisdiction to resolve any dispute arising hereunder (except for resolution of the NY State Court Proceeding).

7. This Stipulation shall not have any precedential effect in these Chapter 11 Cases, and may not be utilized by any person or entity in any manner in these Chapter 11 Cases.

8. Nothing in this Stipulation shall be deemed or construed as an admission as to the validity of any claims by any Parties, or a waiver of any of the VER/PRG Entities' rights to subsequently dispute any claims on any grounds permitted under applicable law.

9. Each Party to this Stipulation warrants and represents that the facts set forth herein are true and correct and that it has the power and authority to execute, deliver, and perform the respective obligations under this Stipulation.

10. This Stipulation may not be modified, altered, or changed except in a writing signed by all Parties wherein specific reference is made to this Stipulation.

11. This Stipulation may be executed in multiple counterparts, any of which may be transmitted by facsimile or electronic (e-mail) transmission, and 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 copy, copies, or facsimiles signed by the Parties hereto to be charged.

[remainder of page intentionally left blank]

12. This Stipulation shall be governed by the laws of the State of Delaware and the Bankruptcy Code.

STIPULATED AND AGREED:

ANDERSEN SLEATER SIANNI LLC

/s/ Eric M. Andersen
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Dated: September 29, 2020

Attorney for Jerry Maloney

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Dated: September 29, 2020

Attorneys for the VER/PRG Entities