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ORDERED.

Dated: April 22, 2019



Karen S. Jennemann
United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION
www.flmb.uscourts.gov

In re:

Case No. 6:03-bk-00299-KSJ
Chapter 11

ADVANCED TELECOMMUNICATION
NETWORK, INC.,

Debtor.

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**ORDER GRANTING MOTION TO APPROVE COMPROMISE OF CONTROVERSY
WITH FLASTER GREENBERG, P.C. AND PETER R. SPIRGEL (DOC. NO. 424)**

THIS CASE came on for consideration upon the Motion to Approve Compromise of Controversy with Flaster Greenberg, P.C. and Peter R. Spigel (Doc. No. 424) (the “**Motion to Compromise**”). The Motion to Compromise seeks an Order authorizing Advanced Telecommunication Network, Inc. (“**ATN**”), WATS/800 Holdings, Inc. (“**WATS/800**”) and Damian Freeman (“**Freeman**”) on the one hand, and Flaster Greenberg, P.C. and Peter R. Spigel (collectively the “**Flaster Defendants**”), on the other hand, to consummate an agreement consistent with the demand and acceptance attached to the Motion to Compromise as Exhibit A (the “**Settlement Agreement**”). The Flaster Defendants, ATN, WATS/800 and Freeman are collectively referred to as the “**Parties**.” The Motion to Compromise also seeks an Order

authorizing ATN to enter into compromise agreements with various claimholders of Litigation Costs (defined below).

The Motion to Compromise was served on all creditors by the negative notice procedures under Local Rule 2002-4, *see* Doc. Nos. 424 & 425, no objections were filed, and the deadline has passed. The Court has considered the Motion to Compromise, and the record in the case, the proceedings before it, and other related proceedings. The Court is otherwise fully advised in the premises and familiar with the papers and pleadings in this case and related proceedings. The Court finds the Motion to Compromise should be granted, as set forth herein. Accordingly, it is

ORDERED:

1. The Motion to Compromise is hereby GRANTED.
2. The compromise by and among the Parties is hereby APPROVED. Through its nine-count complaint against the Flaster Defendants, and through the Settlement Agreement between the Parties, ATN will receive a recovery of \$6,950,000 (the "Recovery"). The Court finds, pursuant to *In re Justice Oaks II, Ltd.*, 898 F.2d 1544, 1549 (11th Cir. 1990), and other applicable law, that this recovery and compromise is fair, equitable and in the best interest of the estate.
3. Notice of the Motion to Compromise and the opportunity to object was sufficient and proper under the circumstances of this case, and no further notice is necessary.
4. The Settlement Agreement is approved in its entirety. The Parties are hereby authorized and ordered, from time to time as needed, to promptly take all steps necessary to consummate, implement, give continuing effect to, and fulfill each and every term of the Settlement Agreement, including payment of the Recovery by the date agreed to by the parties.
5. The Plan of Reorganization (Doc. No. 153) (the "**Plan**") provides for certain distributions of a recovery resulting from the Causes of Action (as defined in the Plan) as

“Extraordinary Income,” which the Plan defines as “the net funds received from the Causes of Action after payment of: (i) all Administrative fees; (ii) all costs of the litigation, including attorneys’ fees and costs; and (iii) after a distribution to Reorganized Debtor equal to 20% of any recovery for marketing and operations.” Plan, Art. 1, Doc. 153, 8-9. The evidence attached to the Motion to Compromise as Exhibit B shows that the costs of the litigation described in romanettes (i) and (ii) directly above (the “Litigation Costs”) have exceeded \$6 million. However, as described in the Motion to Compromise, various claimholders have conditionally agreed to compromise portions of their reimbursable costs if the Motion to Compromise is granted now. These compromises will reduce the reimbursable Litigation Costs to \$4,674,589.79 and further make the compromise with the Flaster Defendants possible, feasible and practical for the estate and ATN.

6. Accordingly, ATN is hereby authorized and ordered to (i) enter into compromise agreements with various claimholders of Litigation Costs to the extent necessary to reduce the total reimbursable Litigation Costs to \$4,674,589.79, (ii) pay, from the Recovery to any law firm, vendor, or individual listed on Exhibit B to the Motion to Compromise, any Litigation Costs described therein that have not yet been paid (or compromised pursuant to romanette (i) directly above), and (iii) retain as reimbursement any Litigation Costs which were previously paid to the law firms, vendors, and individuals listed on Exhibit B to the Motion to Compromise.

7. This Court retains jurisdiction to enforce the terms of this Order and the Settlement Agreement.

Attorney Daniel R. Fogarty is directed to serve a copy of this Order on interested parties and file a proof of service within 3 days of entry of this Order.