



ORDERED in the Southern District of Florida on April 24, 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

Chapter 7

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

Debtors.

**ORDER APPROVING AGREEMENT TO COMPROMISE CONTROVERSY AND
SETTLEMENT OF LENDER LIABILITY CLAIMS AND FOR PAYMENT OF
CONTINGENCY FEE TO BAST AMRON LLP (ECF NO. 348)**

THIS MATTER came before the Court on Tuesday, April 23, 2019 at 10:00 a.m. (the "**Hearing**"), upon the Trustee's (the "**Trustee**") Motion (I) to Approve Agreement to

Compromise Controversy and Settlement of Lender Liability Claims; and (II) for Payment of Contingency Fee to Bast Amron LLP from Settlement Funds (ECF No. 348) (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 entire 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. 351 for the Certificate of Service of the Notice of Hearing on the Motion).

The Court further finds that the settlement and compromise contained in the Agreement attached to the Motion is (i) fair and reasonable, (ii) falls well above the lowest point in the range of reasonableness, (iii) meets the standards for approval set forth by the Eleventh Circuit Court of Appeals in *Wallis v. Justice Oaks II, Ltd. (In re Justice Oaks II, Ltd.)*, 898 F.2d 1544 (11th Cir. 1990), (iv) is proper pursuant to Rule 9019 of the Federal Rules of Bankruptcy Procedure, and (v) therefore is in the best interests of the Debtors’ Bankruptcy Estates and all creditors of the Debtors’ Bankruptcy Estates.

Based on the foregoing, it is

ORDERED:

1. The Motion is **GRANTED**. The settlement and compromise contained in the Agreement is approved in all respects.

2. The terms of the Agreement are approved and incorporated herein in their entirety. The Trustee is further authorized to take any action necessary to effectuate the terms of the Agreement.

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

3. Bast Amron LLP's ("Bast Amron") Contingency Fee is approved in the amount of \$787,500. The Trustee has the authority and is directed to make payment upon receipt of the Settlement Payment. The Trustee is further authorized and directed to make payment of 100% of Bast Amron's out-of-pocket expenses unpaid as of the date of this order, which total \$2,112.94.

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

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Submitted by:

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Attorney Berger is directed to serve copies of this Order on all interested parties and file a certificate of service with the Court.